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User Report

FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

Volume 5

NO. 1996-02

Aboriginal Policing Series



Solicitor General Canada
Ministry Secretariat

Canada





FIRST NATIONS POLICING TRIPARTITE AGREEMENTS


Volume 5

NO. 1996-02

This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of tripartite agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted including translations where they have been provided.

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SECTION 1

AGREEMENT RESPECTING POLICE ENTERED INTO

BETWEEN

KATIVIK REGIONAL GOVERNMENT
as represented by its Secretary
(hereinafter "KRG")

OF THE FIRST PART

AND

THE GOVERNMENT OF CANADA
as represented by the Solicitor General of Canada
(hereinafter "Canada")

OF THE SECOND PART

AND

THE GOVERNMENT OF QUEBEC
as represented by the Premier ministre,
the ministre de la Sécurité publique
and the ministre déléguée aux Affaires intergouvernementales
canadiennes
(hereinafter "Quebec")

OF THE THIRD PART

WHEREAS in virtue of Paragraph 21.0.1 of the James Bay and Northern Quebec Agreement (JBNQA) and Section 369 of An Act Respecting Northern Villages and the Kativik Regional Government, (R.S.Q., c. V-6.1), KRG is authorized to establish by ordinance and maintain a regional police force with jurisdiction over its territory;

WHEREAS KRG has decided through its Ordinance No. 95-02 to avail itself of the above provisions and to establish and maintain the Kativik Regional Police Force, a copy of such Ordinance being appended as Schedule 1 to this Agreement;

WHEREAS the said Ordinance has been approved by the minister of Public Security in a document dated June 21st 1995 as appears from a copy thereof appended hereto as Schedule 2.

WHEREAS the parties acknowledge that the Kativik Regional Police Force shall operate within the legal framework of the JBNQA, of An Act Respecting Northern Villages and the Kativik Regional Government, of the Police Act (R.S.Q. c. P-13) and of An Act Respecting Police Organization (R.S.Q. c. O-8.1);

WHEREAS Canada agrees to participate in the implementation of this Agreement and provide funding for the Kativik Regional Police Force in accordance with the federal First Nations Policing Policy;

WHEREAS the parties hereto have come to an agreement among themselves respecting the establishment and maintenance of the Kativik Regional Police Force;

WHEREAS the parties agree that the Kativik Regional Police Force adopt a community - based policing approach and philosophy;

WHEREAS KRG is authorized to enter into agreements with Quebec and Canada, among others, with respect to police matters, pursuant to Section 119 of Schedule 1 of Chapter 13 of the JBNQA and to

Section 351.1 of An Act Respecting Northern Villages and the Kativik Regional Government:

AND WHEREAS the parties wish to set forth in an Agreement their respective rights and obligations with respect to the above.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - PREAMBLE AND SCHEDULES

The above preamble and the attached schedules form integral parts of this Agreement.

SECTION 2 - DEFINITIONS

In this Agreement, unless explicitly stated or otherwise contextually required, the following words shall have the following meaning:

2.01 **KRG:**

means the corporation contemplated by Chapter 13 of the JBNQA and created pursuant to Section 239 of An Act Respecting Northern Villages and the Kativik Regional Government.

2.02 **Kativik Regional Police Force or KRPF:**

means the police force of the KRG consisting of police officers providing policing services in and over the Territory.

2.03 **Police Officer:**

means member of the Kativik Regional Police Force, including the chief, whose candidacy has been approved by the Quebec Minister of Public Security, whose training has been approved by the Institut de Police du Québec and who has been duly appointed and sworn;

2.04 **Territory:**

means all the territory of Quebec located north of the 55th parallel, excluding the Category 1A and 1B lands of the Cree community of Whapmagoostui and, for the purpose of this agreement only, the village of Kawawachikamach.

SECTION 3 - OBJECTIVES

3.01 **The objectives of this Agreement are:**

- a) To provide for the establishment and maintenance of the KRPF;
- b) To provide for the financing and financial modalities of the operations of the KRPF;
- c) To acknowledge the responsibilities and jurisdiction of the respective parties hereto;
- d) To define the participation and role of Quebec and Canada;
- e) To provide for such other aspects of the operations, management and accountability of KRPF and/or KRG.

SECTION 4 - LEGAL AND CONSTITUTIONAL GUARANTEES

- 4.01 For greater certainty, the present Agreement is subject to the terms and conditions of the JBNQA and, in case of incompatibility, the JBNQA shall prevail over the present Agreement to the extent necessary to resolve such incompatibility.
- 4.02 The execution of the present Agreement is made without prejudice to the pending negotiations between Quebec and the Nunavik Constitutional Committee for the establishment of a Nunavik Assembly and a Nunavik Government for the Territory. It is understood that Canada, at the invitation of both parties, has nominated a federal representative who acts as an observer to these negotiations.
- 4.03 It is the express intention of the Parties to this Agreement that nothing herein be considered an amendment to, or modification of, or derogation from the JBNQA and, without limiting the generality of the foregoing, that nothing herein constitutes a complementary agreement within the meaning of section 4 of the James Bay Native Claims Settlement Act (S.C. 1976-1977, c. 32) and section 3 of An act approving the Agreement concerning James Bay and Northern Quebec (R.S.Q., c. C-67).

SECTION 5 - MANDATE OF THE KRPF

- 5.01 In keeping with Section 21.0.6 of the JBNQA and with Section 371 of An Act Respecting Northern Villages and the Kativik Regional Government, it shall be the duty of the KRPF and of each of its members to maintain peace, order and public safety in the Territory, to prevent crime and infringements of the Ordinances and By-Laws of KRG and of the By-Laws of the Municipal Corporations in the Territory, and the laws of Quebec, and to seek out the offenders.
- 5.02 In addition to the foregoing, the KRPF shall have the duties imposed on it by the Police Act and by An Act Respecting Police Organization.
- 5.03 The mandate of the KRPF as described above shall operate without prejudice to whatever rights, duties, powers and responsibilities the Sûreté du Québec and the Royal Canadian Mounted Police may have, be endowed with or operate under.

SECTION 6 - KRG EXECUTIVE COMMITTEE ACTING AS PUBLIC SECURITY COMMITTEE, AND COMMUNITY CONSULTATION

- 6.01 The parties acknowledge that the Executive Committee of the Kativik Regional Council shall act as Public Security Committee for the activities of the KRPF.
- 6.02 When acting in such capacity, the Executive Committee will oversee the quality of policing provided in the Territory and will recommend to the Kativik Regional Council to set and modify from time to time the aims and priorities of the KRPF.
- 6.03 In order to ensure the responsiveness of the KRPF to the local needs of each municipality in the Territory, representatives of the KRPF shall attend periodical meetings with such local Public Security Committees which may be set up by Northern Village Corporations or groups of residents. In the event that no such Committee exists in a particular municipality, the KRPF shall consult the

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Municipal Council of the said municipality as if it were the local Public Security Committee.

- 6.04 Any such public Security Committee has no authority in any matter concerning a police inquiry.

SECTION 7 - MANAGEMENT

- 7.01 KRG is responsible for the management and the administration of the police services provided by the KRPF in the territory.
- 7.02 KRG shall provide the KRPF with the necessary administrative support to allow its proper functioning.
- 7.03 The KRPF shall form an independent department within KRG. All police officers and civilian staff of the KRPF shall work under the authority of the Chief. The Chief shall be placed under the authority of the Manager of KRG pursuant to Section 303(g) of An Act Respecting Northern Villages and the Kativik Regional Government. However, the said Manager shall have no authority in any matter concerning a police inquiry.
- 7.04 During the period of July 1, 1995 to March 31, 1996, the Sûreté du Québec will continue to provide to the members of the KRPF the services and the level of coaching actually given with respect to the activities described in Schedule 3.
- 7.05 During the period of April 1, 1996 to March 31, 1997, the Sûreté du Québec, in cooperation with the Chief and based on the priorities indicated by the KRPF, will provide to the members of the KRPF the advanced coaching for the activities described in Schedule 4.
- 7.06 Quebec undertakes to provide Canada with a report on the advanced coaching activities referred to in section 7.05 carried out by the Sûreté du Québec in 1996-1997.
- 7.07 During the term of this Agreement, KRG shall reach the following objectives:
- a) KRG will develop, during the period of July 1, 1995 to March 31, 1996, the financial, administrative and operational policies and procedures guiding its policing and management activities which will have to be followed by the KRPF;
 - b) KRG and the KRPF will have respected their obligations under this Agreement;
 - c) The KRPF shall implement and enforce an Ordinance respecting Discipline;
 - d) KRG shall develop and adopt hiring standards for the police officers of the KRPF within the first year of this agreement;
 - e) The KRPF, through its Chief, will, on a biannual basis, provide the Implementation Committee referred to in Section 8 of this Agreement with status reports on the progress of the implementation of this Agreement.

SECTION 8 - IMPLEMENTATION COMMITTEE

- 8.01 Within 30 days after the execution of this Agreement, the parties will inform one another of the name of their appointee to an Implementation Committee which shall then be automatically created at the expiry of the said 30 day period. The KRG appointee shall not be a member of KRPF.
- 8.02 The Implementation Committee shall oversee the implementation of this Agreement, act as a forum between the parties for discussion and, as the case may be, for resolution of disagreements which may arise.
- 8.03 The Implementation Committee shall decide issues by consensus.
- 8.04 The Implementation Committee shall meet as and when needed, and the appointee of any party may for that purpose call meetings by any formal or informal means.
- 8.05 The Implementation Committee shall assist the KRPF, upon request, in its dealings with other public bodies whose cooperation is required in order to fully achieve the objectives of this Agreement.
- 8.06 The Implementation Committee shall operate for the entire duration of this Agreement and be dissolved upon its termination.

SECTION 9 - STAFF

- 9.01 The KRPF shall maintain a full staff of police officers, including the Chief and ranking officers, of 32 in the fiscal year 1995-96, 37 at the beginning of the fiscal year 1996-97 and 42 at the beginning of the fiscal year 1997-98.
- 9.02 The selection of the Chief and of the police officers shall be made in accordance with the provisions of Chapter 21 of the JBNQA and Section 369 to 377 of An Act Respecting Northern Villages and the Kativik Regional Government (R.S.Q., c. V-6.1). KRG will submit a list of police candidates to the Minister of Public Security together with a Resolution requesting his approval.
- 9.03 The Chief and the police officers of the KRPF shall be appointed and sworn in accordance with the provisions of Chapter 21 of the JBNQA and of Sections 369 to 377 of An Act Respecting Northern Villages and the Kativik Regional Government (R.S.Q., c. V-6.1). As soon as the KRG Ordinance 95-02 will come into force, those individuals exercising the powers of a special constable in the Territory shall be appointed as police officers of the KRPF.

KRG shall adopt a Resolution requesting that the Minister of Public Security appoint as chief the candidate selected and recommended by KRG. The chief shall then take the oaths prescribed in Section 4 of the Police Act.
- 9.04 When acting outside the territory, the police officers of the KRPF retain all the powers conferred on them and shall act as peace officers in the following instances:
 - a) for the transportation of accused or prisoners in the territory; and
 - b) for the execution of a valid warrant of arrest duly signed by a Justice of the Peace.

- 9.05 All police officers and civilian staff of the KRPF shall be employed by the KRG, who shall then exercise towards them the normal duties and prerogatives of an employer.

SECTION 10 - TRAINING

- 10.01 The KRG agrees to comply with the terms of the training program described in Schedule 5 which has been approved by the Institut de Police du Québec.
- 10.02 The amounts allocated for training during the term of this agreement shall be used solely for the training of the police officers unless the parties agree in writing to the contrary.

SECTION 11 - TRANSITIONAL MEASURES

- 11.01 For the duration of this agreement, the Sûreté du Québec shall maintain the escort services relating to the transportation of the accused or prisoners in accordance with the rules and practices currently in effect between the Sûreté du Québec and the Direction générale des services correctionnels. The escort services are limited to the transportation of the accused or prisoners from, or in direction to, sites located at the south of 55th parallel.

The KRPF shall assume the responsibility and all the costs in relation to the transportation of the accused or prisoners from, or in direction to, Nunavik's villages to Kuujuaq or Kuujuarapik, as the case may be.

- 11.02 As soon as possible after the execution of this agreement, the Sûreté du Québec shall take the necessary steps to transfer at no cost the equipment appearing on the list appended hereto as Schedule 6.

As well, the Sûreté du Québec will cooperate with the KRPF in the transfer of the police facilities in all the communities in the territory, except for Kuujuaq and Kuujuarapik.

For the duration of this agreement, the parties agree that the Sûreté du Québec can use the KRPF police facilities for any investigation within its jurisdiction.

- 11.03 The police facilities of Kuujuaq and Kuujuarapik, except the cell block, will be used jointly by the Sûreté du Québec and the KRPF for the duration of this agreement according to the modalities which will be agreed to between the Sûreté du Québec, the KRPF, the Société Immobilière du Québec and the Direction générale des services correctionnels du ministère de la Sécurité publique.
- 11.04 Québec declares that, for the duration of this Agreement, it will maintain a permanent presence of the Sûreté du Québec in the Territory, notwithstanding the paragraphs concerning its financial contributions.

SECTION 12 - SUPPLIES AND EQUIPMENT

- 12.01 KRG shall use the supplies and equipment purchased with the amounts paid under this Agreement solely for the purposes of the KRPF.

SECTION 13 - FINANCE AND ADMINISTRATION

13.01 The parties agree to establish the budget at the following conditions:

a) For the fiscal year 1995-96:

(i) the unit cost for each of the 32 Police officers constituting the regional police force is set to be \$120,000;

(ii) the unit cost for training for each of the 32 Police officers constituting the regional police force is set to be \$8,000;

(iii) the parties agree that the total coaching costs provided by the Sûreté du Québec to the KRPF as per section 7.04 are valued at \$1,300,000;

(iv) the total contribution of Canada and Quebec for the fiscal year 1995-96 shall be calculated on a period of nine (9) months and shall be \$4,047,000;

(v) the funding set out in subparagraph (iv) shall be shared by Canada and Quebec in the following proportion:

(A) Canada's share shall be \$2,104,440 which represents 52% of the total contribution to KRG; and

(B) Quebec's share shall be \$1,942,560 which represents 48% of the total contribution;

(vi) Quebec's share shall be allocated as follows:

- SQ coaching: \$975,000;
- Purchased vehicles: \$120,000;
- Direct contribution to KRG: \$847,560.

b) For the fiscal year 1996-97:

(i) the unit cost for each of the 37 Police officers constituting the regional police force is set to be \$120,000;

(ii) the unit cost for training for each of the 37 Police officers constituting the regional police force is set to be \$8,000;

(iii) the parties agree that the total advanced coaching and court liaison officer costs provided by Sûreté du Québec to the KRPF as per section 7.05 are valued at \$650,000;

(iv) the total contribution of Canada and Quebec for the fiscal year 1996-97 shall be \$5,386,000;

(v) the funding set out in subparagraph (iv) shall be shared by Canada and Quebec in the following proportion:

(A) Canada's share shall be \$2,800,720 which represents 52% of the total contribution to KRG; and

(B) Quebec's share shall be \$2,585,280 which represents 48% of the total contribution;

(vi) Quebec's share shall be allocated as follows:

- SQ advanced coaching: \$650,000
- Direct contribution to KRG: \$1,935,280.

c) For the fiscal year 1997-98:

(i) the unit cost for each of the 42 Police officers constituting the regional police force is set to be \$120,000;

(ii) the unit cost for training for each of the 42 police officers constituting the regional police force is set to be \$8,000;

(iii) the total contribution of Canada and Quebec for the fiscal year 1997-98 shall be \$5,376,000 which shall be shared in the following proportion:

(A) Canada's share shall be \$2,795,520 which represents 52% of the total contribution to KRG; and

(B) Quebec's share shall be \$2,580,480 which represents 48% of the total contribution to KRG.

13.02 The time and manner of payment by Canada of the amounts set forth under Section 13.01 shall be as follows:

(a) for the fiscal year 1995-96:

(i) a first instalment of \$424,440, payable on July 1, 1995 and

(ii) for the following eight months, a monthly instalment of \$210,000 payable on the first day of the month; and

(b) for the fiscal year 1996-97:

(i) a first instalment of \$490,720, payable on April 7, 1996 and

(ii) for the following eleven months, a monthly instalment of \$210,000, payable on the first day of the month; and

(c) for the fiscal year 1997-98:

(i) a first instalment of \$485,520, payable on April 7, 1997 and

(ii) for the following eleven months, a monthly instalment of \$210,000 payable on the first day of the month.

The payment of contributions by Canada for policing services pursuant to this Agreement is subject to approval of the necessary appropriations by Parliament.

13.03 The contributions of Quebec to KRG set out in section 13.01 shall be provided in accordance with the following procedures:

- a) For the fiscal year 1995-1996
 - i) a first instalment of \$282,520 payable on July 10, 1995;
 - ii) a second instalment of \$282,520 payable on October 9, 1995;
 - iii) a third instalment of \$282,520 payable on February 12, 1996.
- b) For the fiscal year 1996-1997:
 - i) a first instalment of \$483,820 payable on June 10, 1996;
 - ii) a second instalment of \$483,820 payable on September 9, 1996;
 - iii) a third instalment of \$483,820 payable on December 9, 1996;
 - iv) a fourth instalment of \$483,820 payable on February 10, 1997.
- c) For the fiscal year 1997-1998:
 - i) a first instalment of \$645,120 payable on June 9, 1997;
 - ii) a second instalment of \$645,120 payable on September 8, 1997;
 - iii) a third instalment of \$645,120 payable on December 8, 1997;
 - iv) a fourth instalment of \$645,120 payable on February 9, 1998.

The payment of contributions by Quebec for policing services pursuant to this agreement is subject to approval by the Conseil du trésor.

13.04 The maximum contributions provided by Quebec and Canada pursuant to this agreement are set out in section 13.01. This Agreement does not cover additional costs caused by an unforeseeable and exceptional event constituting a force majeure. The parties agree to discuss any force majeure having an impact on policing costs.

13.05 KRG agrees to keep count of any expenditure made from the said funding and shall maintain proper books and records to evidence the use made of the said funds.

KRG will submit annually an audited financial report to Canada and Quebec detailing the use made of the amounts described under paragraph 13.01 above and the financial results of the KRPF.

Canada and Quebec may, if they wish, conduct such accounting, audit and verification as they please, from time to time, upon reasonable notice to KRG so that the proper documentation be brought up to date and made available to them.

13.06 Any surplus shall remain the property of the KRG but shall be used solely for the purposes of the police force. The KRG shall be solely responsible for any deficit.

- 13.07 As the financial contributions contemplated in section 13.01 are not indexed for the duration of this agreement, the Implementation Committee may recommend to the parties, in accordance with section 8.02, solutions to the operational problems which may be encountered during the years 1996-1997 and 1997-1998.

SECTION 14 - INSURANCE

- 14.01 KRG agrees to take out a minimum of \$5 million of blanket insurance per occurrence covering fire, theft and employer-employee liability for any injury suffered by a third-party as a result of the actions of the police officers of the KRPF.
- 14.02 The KRG shall, at the request of Canada or Quebec, provide insurance proof in a form deemed acceptable by the latter.

SECTION 15 - LIABILITY AND INDEMNIFICATION

- 15.01 The KRG agrees to assume full responsibility and indemnify Canada and Quebec and their employees and agents against any claims, losses, damages, costs, expenses, lawsuits or proceedings, current or future, against Canada or Quebec and their employees and agents as a result of injury or death or material loss or damage caused by any act, omission, voluntary delay or negligence on the part of the KRG, its employees or agents in the execution of this Agreement. This obligation continues after the expiration of this Agreement.
- 15.02 Canada and Quebec cannot be held responsible for any bodily injury or material damage of any kind that might be caused by the KRG, its employees, its agents or third parties in the execution of this Agreement unless it is caused by the negligence or act of an employee or agent of Canada or Quebec in the performance of his or her duties.

SECTION 16 - TERM OF AGREEMENT

- 16.01 This Agreement takes effect on July 1st 1995 and ends on March 31, 1998.
- 16.02 Subject to Paragraph 16.03 immediately hereafter, this Agreement is not automatically renewed.
- 16.03 The parties agree that the existence of the KRPF, from the moment of its creation, is permanent and that the operations of the KRPF will not cease with the expiry of this Agreement.

The parties agree to begin renegotiations of a new tripartite agreement six months before the expiration of this and all future agreements.

SECTION 17 - DISPUTE RESOLUTION AND TERMINATION OF AGREEMENT

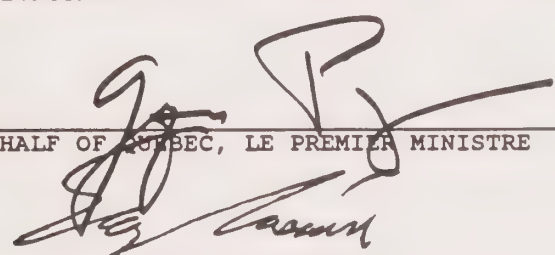
- 17.01 The parties agree that in the event of a breach, disagreement or other situation preventing the application of one or all of the clauses of this Agreement, they will refer the matter to the Implementation Committee for resolution of the dispute.

- 17.02 If the Implementation Committee is unable to resolve the dispute within 30 days of the date on which written notice is duly given to the Parties and if the dispute arises out of a failure of one of the Parties to perform an obligation under this Agreement without substantial justification on its part, then any of the Parties may give to the other Parties a written notice of its intention to terminate this Agreement effective 90 days from the date of such termination.
- 17.03 During this 90 day period, the parties undertake to negotiate directly with one another, as the case may be, in order to reach an ultimate solution of the matter in dispute to their mutual satisfaction.
- 17.04 Should this Agreement be terminated, any contributions made by Canada and Quebec but not used by the KRG shall be repaid to Canada and Quebec in accordance with the cost sharing ratio referred to in Section 13.01.

IN WITNESS WHEREOF, THE UNDERSIGNED, DULY AUTHORIZED FOR SUCH PURPOSE, HAVE SIGNED THIS AGREEMENT.

EXECUTED AT QUEBEC CITY THIS 03rd DAY OF July 1995.

Inis Kenech
ON BEHALF OF THE KATIVIK REGIONAL GOVERNMENT
THE SECRETARY


ON BEHALF OF QUEBEC, LE PREMIER MINISTRE


MINISTRE DE LA SÉCURITÉ PUBLIQUE

AND BY

Louise Beaudoin
LA MINISTRE DÉLÉGUÉE AUX AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES


ON BEHALF OF CANADA
THE SOLICITOR GENERAL OF CANADA

SCHEDULE 1

KATIVIK REGIONAL GOVERNMENT

Ordinance no. 95-02

Concerning the establishment of a Regional Police Force

- WHEREAS** pursuant to paragraph 21.0.1 of the *James Bay and Northern Quebec Agreement* (JBNQA), the Kativik Regional Government (KRG) is authorized to establish by ordinance and maintain a Regional Police Force in the territory under its jurisdiction;
- WHEREAS** pursuant to Section 36B of an *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q. c. V-6.1) (hereafter the Kativik Act), the Regional Government is authorized to establish by ordinance and maintain a Regional Police Force;
- WHEREAS** the Kativik Regional Council deems advisable to establish a Regional Police Force.

The following is therefore enacted and decreed:

1. The preamble is an integral part of this ordinance.
2. In this ordinance, unless the context indicates otherwise:
 - a) "Council" means the Council of the Kativik Regional Government;
 - b) "Executive Committee" means the Executive Committee contemplated in Section 2/6 of the Kativik Act.
3. A regional police force is hereby created under the name of the Kativik Regional Police Force (KRPF).

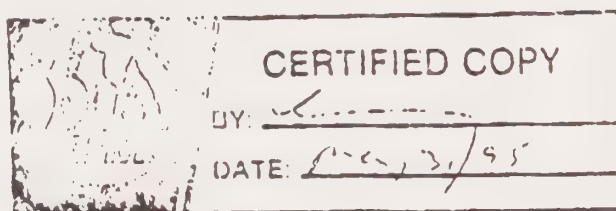
It shall be the duty of the KRPF and each of its members, under the authority of its Chief, to maintain peace, order and public safety in the region, to prevent crime and infringements of the ordinances and by-laws of the KRG and the by laws of the municipal corporations in the region and the laws of Canada and Quebec.
4. The KRPF shall consist of a Chief and Assistant Chief, police officers and any other employees as necessary. Subject to this ordinance, the personnel of the KRPF shall discharge their duties under the authority of the Chief.
5. The Minister of Public Security shall appoint the Chief of the police force upon the recommendations of the Regional Government.

The Chief shall be appointed for a term not exceeding three years; his term may be renewed.

Notwithstanding the completion of his term, the Chief shall remain in office until his reappointment or replacement.

6. The Chief of the regional police force is in charge of the management of the KRPF and the organization and conduct of its police operations. He shall be under the authority of the Manager of the KRG according to the provisions of Section 303 paragraph (g) of the Kativik Act. However, the said Manager shall have no authority in any matter concerning a police inquiry.
7. The Chief of the KRPF shall:
 - (1) submit to the Executive Committee, at such times as it may fix but at least every other month, a report of the operations of the KRPF, in the form and on the terms and conditions determined by the Executive Committee;
 - (2) supply the Executive Committee with any information necessary for the discharge of the functions of the KRPF;
 - (3) submit to the Executive Committee any detailed report on criminal activities or on conditions that are disturbing to order, peace and public safety;
 - (4) prepare the annual budget of the KRPF.
8. The conditions of employment of the Chief, the police officers and other employees of the KRPF, shall be established in accordance with Section 302 of the Kativik Act.
9. This ordinance shall come into effect on the date of its publication.

IN FAVOUR:	13
OPPOSED:	0
ABSENTEES:	3
DATE OF ADOPTION:	May 30, 1995
DATE OF PUBLICATION:	
SPEAKER'S SIGNATURE:	Simlune Sivuarapik
SECRETARY'S SIGNATURE:	Maloe Saunders



SCHEDULE 2


☒ ☒ Gouvernement
☒ ☒ du Québec

Le ministre de la
Sécurité publique

**APPROBATION DE L'ORDONNANCE ÉTABLISSANT
LE CORPS DE POLICE RÉGIONAL DE
L'ADMINISTRATION RÉGIONALE KATIVIK**

En vertu des pouvoirs qui me sont conférés par l'article 64 de la Loi de police (L.R.Q., c. P-13), j'approuve l'ordonnance numéro 95-02 adoptée le 30 mai 1995 par l'Administration régionale Kativik relative à l'établissement et au maintien d'un corps de police régional.

Sainte-Foy, le *2^e juin 1995*



Serge Ménard
Ministre de la Sécurité publique

 Gouvernement
du Québec

Le ministre de la
Sécurité publique

**APPROBATION OF THE ORDINANCE ESTABLISHING
THE REGIONAL POLICE FORCE OF THE
KATIVIK REGIONAL GOVERNMENT**

Pursuant to the provisions of the section 64 of the Police Act (R.S.Q., c. P-13), I hereby approve the ordinance 95-02 adopted by the Kativik regional government on May 30th 1995, establishing and maintaining a regional police force.

Sainte-Foy,

Serge Ménard
Ministre de la Sécurité publique.

SCHEDULE 3

Between July 1, 1995 and March 31, 1996, the Sûreté du Québec liaison officers will work with police officers of the Kativik Regional Police Force (KRPF) to perform the tasks indicated below.

Work Description, Liaison Officer

1. The liaison officer will assist members of the KRPF and provide the necessary training:
 - by becoming familiar with and ensuring the administration of the directives, policies and procedures established in respect of the implementation and development of the Native police program
 - in such a way that the police services of the KRPF are organized and maintained according to standard practices and, bearing in mind the autonomy of the KRPF.
2. The liaison officer will monitor the progress of police officers of the KRPF and report to his or her superiors on the level of development attained:
 - by reviewing various documents such as police performance records, visit reports and annual reports and
 - by writing up and compiling visit reports
 - in order to assess on an ongoing basis the program's progress and to ascertain the appropriate remedial measures and the means of attaining the objectives set when the program was implemented.
3. The liaison officer will become familiar with the operation and supervisory methods in the Territory and comply with them:
 - by consulting the appropriate documentation, e.g. administration manual, Native liaison guide and so on
 - in order to collaborate in the implementation of and follow-up to the KRPF.
4. The liaison officer will assist and advise police officers of the KRPF with respect to the performance of their policing and administrative duties:
 - by monitoring work, providing advice and making suggestions and
 - by acting as a resource person when police officers of the KRPF are trained, e.g. reports, investigations and so on
 - in order to transmit to them the expertise acquired by the Sûreté du Québec.
5. The liaison officer will provide follow-up with respect to operational and administrative files:
 - by verifying such matters in collaboration with the director of the KRPF and
 - by assisting the director in purging files
 - in order to ascertain whether administrative policies and procedures are being followed properly.

6. In collaboration with the KRPf, the liaison officer will assist his director in the planning, organization and monitoring of police operations, control over the amount and quality of work performed and staff evaluations:

- with reference to his own experience and the knowledge he has acquired

in order to obtain the best possible performance.

7. The liaison officer will take a sampling of reports submitted by the police officer(s) before submitting them to the court liaison officer, the court or the Attorney's General prosecutor:

- while ensuring that the necessary information is recorded in the reports

in order to produce complete, quality reports that comply with the prevailing standards and to inform the director of the KRPf of the appropriate remedial measures.

8. The liaison agent will provide the Service des communautés autochtones, through the appropriate hierarchical channels, with information pertaining to the functioning and development of police officers in the KRPf:

- by regularly submitting all of his visit reports and

- by submitting in writing reports concerning any deviation, irregularity or breach on the part of a police officer and by submitting a detailed situation report on March 31, 1996

in order to enable the Service des communautés autochtones to monitor the activities of police officers of the KRPf.

9. The liaison officer will conduct behavioural profiles when police officers are hired:

- by compiling a complete file, including all of the relevant documents and

- by submitting the files to the district officials concerned

in order to ensure compliance with the legal provisions in section 3 of the Police Act (R.S.Q., c. P-13) applicable to hiring conditions pertaining to police officers of the KRPf.

10. The liaison officer will draw to the attention of the director of the KRPf departures from the rules in the behaviour of the police officer(s):

- by preparing and submitting reports dealing with such breaches

to ensure that the KRPf has at its disposal the necessary information to adopt the appropriate measures to remedy the situation.

11. At the request of the KRPf, the liaison agent will act as a resource person with respect to the evaluation of police officers:

- by consulting performance records and adding comments on what has been observed

to assist the KRPf in the evaluation process.

12. The liaison officer will assist the police officers and, at his request, the director of the KRPf, with regard to the preparation of monthly statistics on the police force:

-by preparing a register of forms and submitting them to the appropriate officials

to ensure that relevant, up-to-date data are available, thus enabling the district, the Service des communautés autochtones and the KRPF to monitor changes in crime in Nunavik.

13. The liaison officer will assist the police officers and, at his request, the director of the KRPF, in the preparation of the annual report on the activities of the police force:

-by pinpointing the nature of the information to be assembled and

-by conducting research and collecting the relevant information in order to produce the annual report within the stipulated deadline.

SCHEDULE 4

During the period beginning April 1st 1996 and ending March 31th 1997, the Sûreté du Québec, in collaboration with the Kativik Regional Police Force will provide advanced hands-on training based on needs defined jointly, aimed at enhancing knowledge. These activities will be provided in a general way by existing resources of the Sûreté du Québec in Nunavik and, occasionnaly and after evaluation of opportunity by the Sûreté du Québec, by others resources from outside Nunavik.

These activities will cover different subjects such as prevention programs, community relations, firearms, drug, alcohol and solvent abuse and other similar activities. As well, the Sûreté du Québec will maintain a liaison service with the itinerant Court. During the same period, the Kativik Regional Police Force shall appoint one of its members to gradually take over, the liaison service with the itinerant Court. This member of the KRPF must be able to assume full responsibility for this role by March 31st, 1997.

SCHEDULE 5

TRAINING PROGRAM FOR KATIVIK REGIONAL POLICE FORCE MEMBERS

The training program is divided in two options depending of the actual status of each candidate.

Option 1

For those candidates who have already taken since 1990, the "special constable basic course" given by the Institut de police du Québec, even if he or she is employed or not as a special constable in the Nunavik on July 1st 1995, they will have to follow a ten (10) days refresher course. This course will be adapted to take into account the needs of the candidates. Lessons and activities of this course will be determined after an evaluation of needs, jointly by the KRG and the Institut de police du Québec, and will be chosen among the following :

- . Report writing;
- . Use of the Criminal Code and power of arrest;
- . Youth legislation;
- . Crisis situation intervention;
- . Constant practical evaluation of acquirements.

Option 2

All others persons from Nunavik whose candidacy has been retained by the KRG will have to take the "special constable basic course" of seven weeks given by the Institut de police du Québec in the following manner :

Five weeks at the Institut de police du Québec or at a northern location to be agreed to by the Institut de police du Québec.

This stage takes place over five weeks. The lessons deal with the following subjects :

- . Integration;
- . Review;
- . Physical intervention techniques;
- . First aid;
- . Legal procedures;
- . Investigation principles;
- . Drugs;
- . Fingerprinting methods;
- . Criminal offences;
- . Provincial statutes;
- . Municipal by-laws;
- . Rules of evidence;
- . Testifying in court;
- . Accident investigation;
- . Prevention;
- . Weapons handling;
- . Exams;

Two weeks in the community

This stage takes place in a Nunavik community. It is spread over two weeks and comprises the following courses :

- . Patrol techniques;
- . Group intervention;
- . Preparation for graduation ceremony.

Notwithstanding the upper section concerning the second option, the candidates of this category (option 2) should have been minimally trained before their admission at the Institut de police du Québec. This special operational training can be given by the liaison officers of the Sûreté du Québec or by experienced native police officers within the communities. The following five courses are given :

- . Police discretion;
- . Legal duties;
- . Treatment of prisoners;
- . Young offenders;
- . Report writing.

To become a member of the Kativik Regional Police Force, all others candidates from outside Nunavik must fulfill the obligations prescribed by the "By-law respecting standards of the Sûreté du Québec and municipal police forces for the hiring of constables and cadets" (R.S.Q., c. P-13, r. 14).

Moreover, during 1996-1997, the Kativik Regional Police Force members should benefit from the advanced coaching activities given by the Sûreté du Québec in accordance to section 7.05 and Schedule 4.

Note : The members of the Kativik Regional Police Force who want to qualify for the regular diploma of the Institut de police du Québec shall ask for it by way of a written request. After evaluation of his academical file, the Institut de police du Québec will propose a personal equivalence program which will have to be succeeded.

SCHEDULE 6

[illegible]

FF04-15

DATE : 95/05/01

MEURE: 16:26:19

SURTE DU QUEBEC

[illegible]

LISTE DES AFFECTES AUX AUTOMOBILES
SEQUENCE DE
PEUPLES/CATEGORIES/B V.R.

PEUPLE : INUITS
CATEGORIE : 8 BATEAU

B V.R. MARQUE MODELE AN/MODELE IMMAT.(REEL)(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFECT. DATE FIN AFFECT.	CITIZENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
8801 NORTHWEST CANOT 22 0000000 999999999999	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS AUTRES IDENTIFIE	\$2 672.68 683591 88/09/28 88/09/28	INUITS OUI GC 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 88-09-28 CANOTS M-WEST514-224-2696 230 COMM. INUIT D'UNUJIAQ
8802 NORTHWEST CANOT 22 0000000 8802	1 KMS 0 PORTE(S) 2R ROUES MOTRICES BOIS SPECIAL	0 CYL. 0 C.C. 0 KGS AUTRES BAHALISE	\$2 786.00 795716 93/01/13 93/01/13	INUITS OUI GC 0000 M	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 930113 CANOTS MORWEST INC 368 COMM. INUIT DE SALLUIT
8804 NORTHWEST CANOT 22 0000000 ZM000020406892271	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	\$2 779.50 748357 89/11/08 89/11/08	INUITS OUI GD 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR M.QUEST 367 COMM. INUIT D'IVUJIVIK
8805 NORTHWEST CANOT 22 0000000 ZM000020206892269	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	\$2 779.50 748357 89/11/08 89/11/08	INUITS OUI GD 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR M.QUEST 366 COMM. INUIT D'AKULIVIK
8806 NORTHWEST CANOT 22 0000000 ZM000019906892267	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	\$2 779.50 748357 89/11/08 89/11/08	INUITS OUI GD 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR M.QUEST 365 COMM. INUIT DE POUVUNGHIUK

PEUPLE : INUITS			CATEGORIE : B BATEAU											
NB. CYLINDRES			MONTANT/ACHAT			CITOYENNETE			DISTRICT					
NB. DE C.C.			NO COMMANDE			CONFORMITE			REMARQUE					
MASSE			DATE DE RECEPTION			DIVERGENCE			VENDEUR					
CARBURANT			DATE DEBUT AFFECT.			INSPECTE PAR			UNITE D'AFFECTATION					
IDENTIFICATION			DATE FIN AFFECT.			FONCTION								

8807			0 CYL.			32 779.50			INUITS			08 ABITIBI-TEMIS. ET NOUV.-QUEBEC		
NORTHWEST			0 C.C.			748357			OUI					
CANOT 22			9 KGS			89/11/08			GD 0000			89-10-13		
0000000			ESSENCE			89/11/08			OTIM			CANOTS LABRADOR M. OUEST		
2NW00019304892261			IDENTIFIE									364 COMM. INUIT D'INUKJUAQ		

8812			0 CYL.			33 215.50			INUITS			08 ABITIBI-TEMIS. ET NOUV.-QUEBEC		
NORTHWEST			0 C.C.			748526			OUI					
CANOT 22			0 KGS			90/09/24			GD 0000			90-09-24 ZMW		
0000000			AUTRES			90/09/24			N			NORD OUEST. 22 PIECS		
00091031902235			IDENTIFIE									375 COMM. INUIT DE QUAGTAQ		

8814			0 CYL.			33 300.48			INUITS			08 ABITIBI-TEMIS. ET NOUV.-QUEBEC		
NORD OUEST			0 C.C.			795716			OUI					
LABRADOR			136 KGS			92/05/12			NB 0000			930828		
009999 92			ESSENCE			93/08/26			N			CANOTS M-WEST 22'		
7NW001130332222			IDENTIFIE									369 COMM. INUIT KANGISQUAJAQ		

8815			0 CYL.			32 672.68			INUITS			08 ABITIBI-TEMIS. ET NOUV.-QUEBEC		
NORTHWEST			0 C.C.			603591			OUI					
CANOT 22			9 KGS			88/09/28			GC 0000			88-09-28		
0000000			AUTRES			88/09/28			OTIM			CANOTS M-WEST 14-224-2696		
2NW001700588			IDENTIFIE									376 COMM. INUIT DE KANGIRSUK		

8816			0 CYL.			30.00			INUITS			08 ABITIBI-TEMIS. ET NOUV.-QUEBEC		
NORTHWEST			0 C.C.			603591			OUI					
CANOT 22			9 KGS			88/11/10			GC 0000			88-11-10		
0000000			ESSENCE			88/11/10			OTIM			CANOTS M-WEST		
2NW00233088			IDENTIFIE									377 COMM. INUIT D'AUPALUK		

PEUPLE : INUITS
CATEGORIE : B BATEAU

B V.R. MARQUE MODELE AN/MODELE IMMAT.(NEEL)(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFECT. DATE FIN AFFECT.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
8810 NORTHWEST CANOT 22 91 9999999 ZNN00000003902234	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 480 KGS AUTRES IDENTIFIE	83 030.46 748526 91/08/01 91/08/01	INUITS OUI 80 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 91-08-01 DE18 CANOTS MO-WEST INC. 382 COMM. INUIT DE KUJJUAQ
8819 NORTHWEST CANOT 22 89 0000000 ZNN0001960692265	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	92 779.50 748337 89/11/08 89/11/08	INUITS OUI 80 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR M.QUEST 383 COMM. INUIT KANGISUALUJUAQ
8820 NORTHWEST CANOT 22 88 0000000 ZNN00220789	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	80.00 603591 88/11/10 88/11/10	INUITS OUI 80 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 88-11-10 CANOTS M-WEST 22 PIEDS 379 COMM. INUIT DE TASIUAQ

LISTE DES V.R. AFFECTES AUX AUTOCENTOMES
EN SEQUENCE DE
PEUPLES/CATEGORIES/D V.R.

SURETE DU QUEBEC
RF04-15

PEUPLE : CATEGORIE :		E	INUITS MOTEUR DE BATEAU		
B V.R. MARQUE MODELE AN/MODELE IMMAT.(REEL).(FACT.) NO SERIE VEHICULE		KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFEC. DATE FIN AFFEC.	CITIZENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
BE01 EVINAUDE 30 HP GG00000 C7230043	80	0 KMS 1 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	\$0.00 603592 00/10/20 00/10/20	INUITS OUI GD 0000 OTIM	00 ABITIIBI--TEMIS. ET MOUV.-QUEBEC MODELECE-30-RLCCE ROBITAILLE 08-10-20 230 COMM. INUIT B'UNITUJAAQ
BE02 MARIMER 25 C.V. 00004008	92	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	\$1 913.76 795730 94/07/07 94/07/07	INUITS OUI GC 0000 M	00 ABITIIBI--TEMIS. ET MOUV.-QUEBEC PIED LONG940707 MERCURY MARINE 360 COMM. INUIT DE SALLUIT
BE04 JOHNSON 30 HP GG00000 CB202820	85	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	\$1 689.50 045200 06/02/11 06/02/11	INUITS OUI GH 0000 OTIM	00 ABITIIBI--TEMIS. ET MOUV.-QUEBEC 06-02-11 BB04 OUTBOARD MARINE PETERBOROUGH 367 COMM. INUIT D'IVUJVIK
BE05 JOHNSON 30 HP 0000000 CB211201	86	1 KMS 0 PORTE(S) 0 ROUES MOTRICES BLANC SPECIAL	\$1 824.14 656325 06/06/03 09/10/13	INUITS OUI AC CHA4 OTIM	00 ABITIIBI--TEMIS. ET MOUV.-QUEBEC ERRUEC MU.SERIE DU BE05 OUTBOARD MARINE OMT. 091013 366 COMM. INUIT D'AKULIVIK
BE06 EVINAUDE 25 HP 0000 C2465410	90	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	\$0.00 000009 91/06/14 91/06/14	INUITS OUI GD 0000 OTIM	00 ABITIIBI--TEMIS. ET MOUV.-QUEBEC 91-06-14 ATTENDRE LE NOM 365 COMM. INUIT DE POVUNGMITUK

LISTE DES V.R. AFFECTES AUX AUTOCHTONES
EN SEQUENCE DE
PEUPLES/CATEGORIES/0 V.R.

SURETE DU QUEBEC
RF04-15

PEUPLE :		INUITS		E		MOTEUR DE BATEAU	
CATEGORIE :							
0 V.R.	8 V.R.	KILOMETRAGE	MB. CYLINDRES	MONTANT/ACHAT	CITOYENNETE	DISTRICT	
MARQUE	MODELE	TYPE CARROSSERIE	MB. DE C.C.	NO. COMMANDE	CONFORMITE	REMARQUE	
IMMAT.(REEL)(FACT.)		TRACTION	MASSE	DATE DE RECEPTION	DIVERGENCE	VENDEUR	
NO SERIE VEHICULE		COULEUR	CARBURANT	DATE DEBUT AFFECT.	INSPECTE PAR	UNITE D'AFFECTATION	
		OPTION	IDENTIFICATION	DATE FIN AFFECT.	FONCTION		
BE10	90	1 KMS	2 CYL.	90.00	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
EVIMURDE		0 PORTE(S)	2 C.C.	999999	OUI	940707 MOD.CE25RL5B	
25 HP		0 ROUES MOTRICES	0 KGS	94/07/07	LL 6926	XXXX	
000000		BLEU	ESSENCE	94/07/07	0	363 COMM. INUIT DE KUUJUAQ	
2463416		SPECIAL	BANALISE				
BE19	90	0 KMS	2 CYL.	81 923.61	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
JOHNSON		0 PORTE(S)	521 C.C.	756232	OUI	0.M.C	
25 HP		0 ROUES MOTRICES	50 KGS	92/12/16	SC 0000	363 COMM. INUIT KANGIUSUALUJUAQ	
0000000		BLANC	ESSENCE	92/12/16	M		
02991957		SPECIAL	BANALISE				
BE20	80	0 KMS	0 CYL.	80.00	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
EVIMURDE		0 PORTE(S)	0 C.C.	683592	OUI	MODELE CE-30-BLCE	
30 HP		0 ROUES MOTRICES	9 KGS	88/10/27	GC 0000	ROBITAILLE 88-10-27	
6000000		50	ESSENCE	88/10/27	OTIM	379 COMM. INUIT DE TASIUJUAQ	
C7230012		SPECIAL	IDENTIFIE				

SURETE DU QUEBEC
RF04-15

LISTE DES
AFFECTES AUX AUTOCHTONES
PEUPLES/CATEGORIES/V.R.

DATE: 95/05/01
HEURE: 16:26
PAGE: 11

PEUPLE :		M		INUITS		MOTO CYCLETTE	
CATEGORIE :							

SURETE DU QUEBEC
BP04-15

LISTE DES V.R. AFFECTES AUX AUTOCHTONES
EN SEQUENCE DE
PEUPLES/CATEGORIES/V.R.

DATE: 15/05/01
HEURE: 16:26
PAGE 12

PEUPLE : INUITS
CATEGORIE : P PORTE-BAGAGE

# V.R. MARQUE MODELE AN/MODELE IMMAT. (REEL)/(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFEC. DATE FIN AFEC.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
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BP03 CHOQUETTE TRAINEAU Q099999 05-07-10	0 KMS 0 PORTE(S) 0 ROUES MOTRICES 30 SPECIAL	0 CYL. 0 C.C. 50 KGS AUTRES IDENTIFIE	\$436.00 999999 05/07/10 05/07/10	INUITS OUI MC 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC ECHANGE 8001-8005 VALLEE SAUNDERS 382 COMM. INUIT DE KUJJUJUAQ
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TOTAL V.R. CATEGORIE (P) : 1

PEUPLE : INUITS		CATEGORIE : S MOTO-MEIRE		PEUPLE : INUITS		CATEGORIE : S MOTO-MEIRE	
Ø V.M. MARQUE MODELE AN/MODELE IMMAT. (REEL)/(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	MM. CYLINDRES NB. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTARI/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFPEC. DATE FIN AFPEC.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTION	Ø V.M. MARQUE MODELE AN/MODELE IMMAT. (REEL)/(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION
8506 BOMBARDIER CHEYENNE VJ0-536 364300789	3 357 KMS 0 PORTE(S) 1 ROUES MOTRICES JAUNE SPECIAL	2 CYL. 496 C.C. 285 KGS ESSENCE IDENTIFIE	\$5 370.06 760356 89/09/22 89/09/28	INUITS OUI GD CMA4 OTIM	08 ABITIBI-TEMIS. ET MOUV.-QUEBEC 89-09-28 GRAVEL SPORTS 382 COMM. INUIT DE KUNJUAQ	8524 BOMBARDIER TUNDRA VJ0-454 325002264	1 KMS 0 PORTE(S) 1 ROUES MOTRICES SQ SPECIAL
8524 BOMBARDIER TUNDRA VJ0-452 325002260	1 KMS 0 PORTE(S) 1 ROUES MOTRICES SQ SPECIAL	1 CYL. 496 C.C. 163 KGS ESSENCE IDENTIFIE	\$3 136.32 795546 91/09/04 91/12/05	INUITS OUI GD 4055 N	08 ABITIBI-TEMIS. ET MOUV.-QUEBEC 91-12-05 BOMBARDIER 385 COMM. INUIT DE POUVIGNITUK	8525 BOMBARDIER CHEYENNE VJ0-533 364300782	1 KMS 0 PORTE(S) 1 ROUES MOTRICES JAUNE SPECIAL
8526 BOMBARDIER TUNDRA VJ0-454 325002216	1 KMS 0 PORTE(S) 1 ROUES MOTRICES SQ SPECIAL	1 CYL. 496 C.C. 163 KGS ESSENCE IDENTIFIE	\$5 370.06 760356 89/09/22 89/10/12	INUITS OUI GD CMA4 OTIM	08 ABITIBI-TEMIS. ET MOUV.-QUEBEC 89-10-12 GRAVEL SPORTS 383 COMM. INUIT KANGISUALUJUAQ		

PEUPLE : INUITS		CATEGORIE : S MOTO-NEIGE		CATEGORIE (S)		TOTAL V.R.		CATEGORIE (S)		TOTAL V.R.	
# V.R.	MARKET	KILOMETRAGE	NO. CYLINDRES	MONTANT/ACHAT	CITOYENNETE	DISTRICT					
MODELE	AN/MODELE	TYPE CARROSSERIE	NO. DE C.C.	NO COMMANDE	CONFORMITE	REMARQUE					
IMAT.(REEL)(FACT.)		TRACITION	MASSE	DATE DE RECEPTION	DIVERGENCE	VENDEUR					
NO SERIE VEHICULE		COULEUR	CARBURANT	DATE DEBUT AFEC.	INSPECTE PAR	UNITE D'AFFECTATION					
		OPTION	IDENTIFIANT	DATE FIN AFEC.	PONCTION						
8527	BOMBARDIER	1 KMS	2 CYL.	\$5 813.50	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC					
CHEYENNE		0 PORTE(S)	496 C.C.	748590	OUI	91-01-11					
VJ0-196		1 ROUES MOTRICES	210 KGS	90/12/05	RC 0000	GRAVEL SPORTS					
3648001667		JAUNE	ESSENCE	91/01/11	M	376 COMM. INUIT DE KANGIRSUK					
		SPECIAL	IDENTIFIE								
8528	BOMBARDIER	1 KMS	2 CYL.	\$5 378.06	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC					
CHEYENNE		0 PORTE(S)	496 C.C.	748356	OUI	89-10-19					
VJ0-520		1 ROUES MOTRICES	265 KGS	89/09/22	GD CHA4	GRAVEL SPORTS					
364300863		JAUNE	ESSENCE	89/10/19	OTIM	364 COMM. INUIT D'INUKJUAK					
		SPECIAL	IDENTIFIE								
8529	BOMBARDIER	1 KMS	1 CYL.	\$3 355.56	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC					
TUNDRA L1		0 PORTE(S)	253 C.C.	795696	OUI	940824					
VSH772		2R ROUES MOTRICES	0 KGS	92/12/03	RS 0000	BOMBARDIER INC					
325500930		BLANC	ESSENCE	94/08/24	M	365 COMM. INUIT DE POVUNGMITUK					
		OPT. POLICIERE	IDENTIFIE								
8532	BOMBARDIER	1 KMS	2 CYL.	\$5 378.06	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC					
CHEYENNE		0 PORTE(S)	496 C.C.	748356	OUI	89-10-19					
VJ0-534		1 ROUES MOTRICES	265 KGS	89/09/22	GD CHA4	GRAVEL SPORTS					
364300792		JAUNE	ESSENCE	89/10/19	OTIM	375 COMM. INUIT DE QUAGTAC					
		SPECIAL	IDENTIFIE								
8533	BOMBARDIER	1 KMS	1 CYL.	\$3 107.00	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC					
TUNDRA		0 PORTE(S)	248 C.C.	795696	OUI	92-12-16					
VOK220		1 ROUES MOTRICES	183 KGS	92/12/16	GD 4055	BOMBARDIER INC					
325500340		BLANC	ESSENCE	92/12/16	M	377 COMM. INUIT D'AUPALUK					
		SPECIAL	IDENTIFIE								

PEUPLE : INUITS		TOUT-TERRAIN			
CATEGORIE : 1					
B V.R.	KILOMETRAGE	NR. CYLINDRES	MONTANT/ACHAT	CITOYENNETE	DISTRICT
MARQUE	TYPE CARROSSERIE	NR. DE C.C.	NO. COMMANDE	CONFORMITE	REMARQUE
MODELE	TRACTION	MASS	DATE DE RECEPTION	DIVERGENCE	VENDEUR
IMMAT.(REEL)(FACT.)	COULEUR	CARBURANT	DATE DEBUT AFFECT.	INSPECTE PAR	UNITE D'AFFECTATION
NO SERIE VEHICULE	OPTION	IDENTIFICATION	DATE FIN AFFECT.	FONCTION	

B104	93 877 KMS	6 CYL.	\$17 835.12	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC
JEEP	4 PORTE(S)	4000 C.C.	748685	OUI	91-08-09
CHEVROKKEE	4 ROUES MOTRICES	1397 KGS	91/05/27	RC 0000	CONCORDIA AUTO
PC2798J	BLANC	ESSENCE	91/08/09	N	382 COMM. INUIT DE KUJJUAQ
1J4FJ2859ML589928	SPECIAL	IDENTIFIE			

B105	3 310 KMS	6 CYL.	\$24 378.00	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC
CHEVROLET	4 PORTE(S)	4100 C.C.	801768P	OUI	94/07/07
BLAZER	4 ROUES MOTRICES	1791 KGS	94/06/08	CO-0000	DIAPRE CHEVROLET
FL50836	BLANC	ESSENCE	94/09/07	N	377 COMM. INUIT D'AUPALUK
1GM0T13U40125720	REGULIER	IDENTIFIE			

B106	35 385 KMS	6 CYL.	\$17 835.12	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC
JEEP	4 PORTE(S)	4000 C.C.	746685	OUI	91-08-09
CHEVROKKEE	4 ROUES MOTRICES	1397 KGS	91/05/27	RC 0000	CONCORDIA AUTO
PC2790B	BLANC	ESSENCE	91/08/09	N	383 COMM. INUIT KANGISUALUJUAQ
1J4FJ2859ML589929	SPECIAL	IDENTIFIE			

B107	25 825 KMS	6 CYL.	\$19 336.60	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC
JEEP	4 PORTE(S)	4000 C.C.	801494	OUI	88-08-16
CHEVROKKEE	4 ROUES MOTRICES	1424 KGS	88/08/08	QB 4055	MAISONNEUVE AUTO QUEBEC
PC61411	BLANC	ESSENCE	88/08/16	DTM	375 COMM. INUIT DE QUADTAQ
1JCM07015J7234056	SPECIAL	IDENTIFIE			

B108	24 118 KMS	6 CYL.	\$22 394.05	INUITS	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC
JEEP	4 PORTE(S)	4000 C.C.	803780	OUI	89-08-14
CHEVROKKEE	4 ROUES MOTRICES	1397 KGS	89/08/14	DL CHA4	CONCORDIA AUTO MTL.
PO15382	BLANC	ESSENCE	89/08/14	DTM	379 COMM. INUIT DE TASIUAJUAQ
1J4FJ2816KL626410	SPECIAL	IDENTIFIE			

SURETE DU QUEBEC
BY04-15

LISTE DE: 1. AFFECTES AUX AUTOCENTOMES
EN SEQUENCE DE
PEUPLES/CATEGORIES/D V.R.

DATE: 95/05/01
HEURE: 16:26
PAGE: 17

PEUPLE : INUITS				CITOYENNETE				DISTRICT			
CATEGORIE : 7				TOUT-TERRAIN							

PEUPLE : Y		INUIT		TOUT-TERRAIN		CATEGORIE :	
V.R.		MARQUE		MODELE		AN/MODELE	
IMMAT.(REEL)(FACT.)		IMMAT.(REEL)(FACT.)		IMMAT.(REEL)(FACT.)		IMMAT.(REEL)(FACT.)	
NO SERIE VEHICULE		NO SERIE VEHICULE		NO SERIE VEHICULE		NO SERIE VEHICULE	
KILOMETRAGE		TYPE CARROSSERIE		TRACTION		COULEUR	
OPTION		NO. CYLINDRES		NO. DE C.C.		MONTANT/ACHAT	
DATE DE RECEPTION		CITOYENNETE		CONFORMITE		DISTRICT	
DIVERGENCE		REMARQUE		UNITE D'AFFECTATION			
FONCTION							
BT17	FORD	21 154 KMS	4 CYL.	324 732.00	INUIT	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
EXPLORER	94	4 PORTE(S)	4000 C.C.	801768P	OUI	940818	
PL50Q32		4 ROUES MOTRICES	1794 KGS	94/06/08	CQ 0000	MEDAILLON FORD L'EE	
1FM0U34X7R0B47772		BLANC	ESSENCE	94/06/18	0	365 COMM. INUIT DE POVUNGMITUK	
BT18	GMC	0 581 KMS	6 CYL.	324 453.00	INUIT	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
JIMMY	94	4 PORTE(S)	4300 C.C.	801768P	OUI	940816	
PL50Q31		4 ROUES MOTRICES	1754 KGS	94/06/08	CQ 0000	LEUC PONTIAC BUICK LTO	
1GK0113W02527605		BLANC	ESSENCE	94/06/16	0	367 COMM. INUIT D'UWJIVIK	
BT19	CHEVROLET	25 870 KMS	6 CYL.	819 643.04	INUIT	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
BLAZER	92	4 PORTE(S)	4300 C.C.	795661	OUI	92.12.14	
PH66641		4 ROUES MOTRICES	1693 KGS	92/06/05	RC 0000	DUVAL CHEV OLDS	
1GMDT13W7W222942		BLANC	ESSENCE	92/12/14	N	369 COMM. INUIT KANGISUJUAQ	
BT21	CHEVROLET	14 985 KMS	6 CYL.	817 459.00	INUIT	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
BLAZER	93	4 PORTE(S)	4300 C.C.	795789	OUI	930712	
FJ20459		4 ROUES MOTRICES	1714 KGS	93/06/10	RC 0000	DUVAL CHEVROLET	
1GMDT13W0P2197276		BLANC	ESSENCE	93/07/12	N	230 COMM. INUIT D'UMIUAQ	
BT22	CHEVROLET	21 700 KMS	6 CYL.	817 459.00	INUIT	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC	
BLAZER	93	4 PORTE(S)	4300 C.C.	795789	OUI	930712	
FJ20457		4 ROUES MOTRICES	1714 KGS	93/06/10	RC 0000	DUVAL CHEVROLET	
1GMDT13W2P2199735		BLANC	ESSENCE	93/07/12	N	368 COMM. INUIT DE SALLUIT	
TOTAL V.R. CATEGORIE (Y)				:		15	
TOTAL V.R. PEUPLE (INUIT)				:		60	

ENTENTE RELATIVE AUX SERVICES DE POLICE

ENTRE

L'ADMINISTRATION RÉGIONALE KATIVIK
représentée par son secrétaire
(ci-après appelée l'« ARK »)

PARTIE DE PREMIÈRE PART,

ET

LE GOUVERNEMENT DU CANADA
représenté par le solliciteur général du Canada
(ci-après appelé le « Canada »)

PARTIE DE DEUXIÈME PART,

ET

LE GOUVERNEMENT DU QUÉBEC
représenté par le Premier ministre,
le ministre de la Sécurité publique
et la ministre déléguée aux Affaires
intergouvernementales canadiennes
(ci-après appelé le « Québec »)

PARTIE DE TROISIÈME PART.

ATTENDU qu'en vertu de l'alinéa 21.0.1 de la Convention de la Baie-James et du Nord québécois (CBJNQ) et de l'article 369 de la Loi sur les villages nordiques et l'Administration régionale Kativik, (L.R.Q. c. V-6.1), l'Administration régionale Kativik est autorisée à établir par ordonnance et à maintenir dans le territoire sous sa juridiction un corps de police régional;

ATTENDU que l'ARK a adopté l'ordonnance n° 95-02 pour se prévaloir des dispositions susmentionnées et pour établir et maintenir le Corps de police régional Kativik (Une copie de cette ordonnance se trouve à l'annexe 1 de la présente entente.);

ATTENDU que ladite ordonnance a été approuvée par le ministre de la Sécurité publique telle qu'en fait foi la copie du document en date du 21 juin 1995 qui se trouve à l'annexe 2 de la présente entente;

ATTENDU que les parties reconnaissent que le Corps de police régional Kativik doit mener ses activités conformément à la CBJNQ, à la Loi sur les villages nordiques et l'Administration régionale Kativik, à la Loi de police, (L.R.Q. c. P-13) et à la Loi sur l'organisation policière, (L.R.Q. c. O-8.1);

ATTENDU que le Canada convient de participer à la mise en oeuvre de la présente entente et de fournir du financement pour le Corps de police régional Kativik conformément à la politique fédérale sur la police des Premières Nations;

ATTENDU que les parties se sont entendues sur l'établissement et le maintien du Corps de police régional Kativik;

ATTENDU que les parties conviennent que le Corps de police régional Kativik fonde ses activités sur une philosophie sociopréventive;

ATTENDU que l'ARK est autorisée notamment à conclure avec le Québec et le Canada des ententes relatives au maintien de l'ordre conformément à l'article 119 de l'annexe 1 du chapitre 13 de la CBJNQ et au paragraphe 351.1 de la Loi sur les villages nordiques et l'Administration régionale Kativik;

ET ATTENDU que les parties souhaitent établir une entente portant sur leurs droits et obligations respectifs;

LES PARTIES CONVIENNENT DE CE QUI SUIT :

ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule qui précède et les annexes qui sont jointes font partie intégrante de la présente entente.

ARTICLE 2 - DÉFINITIONS

À moins que le contexte ne commande un sens différent et sauf stipulation contraire expresse, les définitions qui suivent s'appliquent à la présente entente.

- 2.01 « Administration régionale Kativik (ARK) » La corporation qui est visée par le chapitre 13 de la CBJNQ et qui est établie conformément à l'article 239 de la Loi sur les villages nordiques et l'Administration régionale Kativik.
- 2.02 « Corps de police régional Kativik (CPRK) » Le Corps de police de l'ARK composé de policiers qui fournissent des services de police dans le territoire.
- 2.03 « policier » Le membre du Corps de police régional Kativik, y compris le chef, dont la candidature a été approuvée par le ministre de la Sécurité publique et la formation approuvée par l'Institut de police du Québec, et qui a été dûment nommé et assermenté.
- 2.04 « territoire » Le territoire du Québec situé au nord du 55° parallèle, à l'exclusion des terres de catégorie 1A et 1B attribuées aux Cris de Whapmagoostui et, aux fins de la présente entente, le village de Kawawachikamach.

ARTICLE 3 - OBJECTIFS

- 3.01 La présente entente vise à :
 - a) établir et à maintenir le CPRK;
 - b) prévoir les modalités de financement et de gestion financière du CPRK;
 - c) reconnaître les responsabilités et la compétence de chacune des parties;
 - d) définir la participation et le rôle du Québec et du Canada;
 - e) prévoir les autres modalités relatives au fonctionnement, à la gestion et à l'obligation de rendre compte qui incombe au CPRK ou à l'ARK.

ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

- 4.01 Il est entendu que la présente entente est assujettie aux modalités de la CBJNQ et, qu'en cas d'incompatibilité, la CBJNQ a primauté dans la mesure nécessaire pour régler cette incompatibilité.
- 4.02 La présente entente est signée sans préjudice des négociations en cours entre le Québec et le comité constitutionnel du Nunavik en vue de l'établissement d'une assemblée et d'un gouvernement pour le territoire du Nunavik. Il est entendu que le Canada, à la demande des deux autres parties, a nommé un représentant fédéral et lui a confié la tâche d'agir comme observateur à ces négociations.
- 4.03 Les parties conviennent expressément que la présente entente n'a pas pour effet de modifier la CBJNQ ou une convention complémentaire au sens de l'article 4 de la Loi sur le règlement des revendications des autochtones de la Baie James et du Nord québécois, (L.C. 1976-1977, ch. 32) et du paragraphe 4.04 de la Loi approuvant la Convention de la Baie James et du Nord québécois (L.R.Q. c. C-67).

ARTICLE 5 - MANDAT DU CPRK

- 5.01 Conformément à l'alinéa 21.0.6 de la CBJNQ et de l'article 371 de la Loi sur les villages nordiques et l'Administration régionale Kativik, le CPRK et chacun de ses membres sont chargés de maintenir l'ordre, la paix et la sécurité publique dans le territoire, de prévenir le crime ainsi que les infractions aux règlements des corporations municipales, aux ordonnances de l'ARK et aux lois du Québec et d'en rechercher les auteurs.
- 5.02 De plus, le CPRK exerce les fonctions qui lui sont attribuées par la Loi de police et la Loi sur l'organisation policière.
- 5.03 Le CPRK exécute son mandat décrit ci-dessus sans préjudice des droits, pouvoirs et fonctions de la Sûreté du Québec et de la Gendarmerie royale du Canada.

ARTICLE 6 - COMITÉ ADMINISTRATIF DE L'ARK AGISSANT COMME COMITÉ DE LA SÉCURITÉ PUBLIQUE ET CONSULTATIONS AUPRÈS DE LA COMMUNAUTÉ

- 6.01 Les parties reconnaissent que le comité administratif du conseil de l'Administration régionale Kativik doit agir comme comité de sécurité publique eu égard aux activités du CPRK.
- 6.02 En cette qualité, le comité administratif supervise la qualité des services de police fournis dans le territoire et recommande au conseil de l'Administration régionale Kativik d'établir et de modifier les buts et les priorités du CPRK.
- 6.03 Afin de s'assurer que le CPRK répond aux besoins locaux de chaque municipalité dans le territoire, les représentants du CPRK assistent régulièrement aux réunions des comités de sécurité publique qui peuvent être établis par les corporations municipales des villages nordiques ou par des groupes de résidents. En l'absence d'un tel comité, le CPRK consulte le conseil municipal de la municipalité comme s'il s'agissait du comité de sécurité publique.
- 6.04 Le conseil de sécurité publique n'a aucune compétence en matière d'enquête policière.

ARTICLE 7 - GESTION

- 7.01 L'ARK est responsable de la gestion et de l'administration des services de police fournis par le CPRK dans le territoire.
- 7.02 L'ARK fournit au CPRK le personnel de soutien nécessaire au bon fonctionnement de celui-ci.
- 7.03 Le CPRK constitue un service indépendant au sein de l'ARK. Les policiers et le personnel civil du CPRK sont dirigés par le chef de police. Le chef de police relève du gérant de l'ARK conformément à l'alinéa 303g) de la Loi sur les villages nordiques et l'Administration régionale Kativik. Toutefois, le gérant n'a aucune compétence en matière d'enquête policière.
- 7.04 Du 1^{er} juillet 1995 au 31 mars 1996, la Sûreté du Québec continue de fournir aux membres du CPRK les services et la formation qui sont actuellement fournis pour les activités mentionnées à l'annexe 3.
- 7.05 Du 1^{er} avril 1996 au 31 mars 1997, la Sûreté du Québec, de concert avec le chef de police et suivant les priorités établies par le CPRK, fournit aux membres du CPRK la formation avancée pour les activités mentionnées à l'annexe 4.
- 7.06 Le Québec s'engage à fournir au Canada un rapport sur les activités de formation avancée mentionnées au paragraphe

7.05 de la présente entente, qui seront accomplies par la Sûreté du Québec en 1996-1997.

7.07 Au cours de la durée de la présente entente, l'ARK est tenue d'atteindre les objectifs qui suivent.

- a) L'ARK élabore, entre le 1^{er} juillet 1995 et le 31 mars 1996, les politiques et procédures financières, administratives et opérationnelles qui s'appliquent à ses activités de maintien de l'ordre et de gestion, auxquelles devra se conformer le CPRK.
- b) L'ARK et le CPRK s'acquittent de leurs obligations respectives prévues à la présente entente.
- c) Le CPRK met en oeuvre une ordonnance en matière de déontologie et veille à son respect.
- d) Au cours de l'année qui suit la prise d'effet de la présente entente, l'ARK adopte des normes d'embauche pour les membres du CPRK.
- e) Le CPRK, par l'entremise de son chef, fournit, sur une base semestrielle, au comité de mise en oeuvre mentionné à l'article 8 de la présente entente des rapports d'étape sur l'avancement de la mise en oeuvre de la présente entente.

ARTICLE 8 - COMITÉ DE MISE EN OEUVRE

- 8.01 Dans les trente (30) jours qui suivent la signature de la présente entente, les parties se communiquent le nom de la personne que chacune a nommée pour faire partie du comité de mise en oeuvre, lequel comité est automatiquement créé à l'expiration du délai de trente (30) jours. La personne nommée par l'ARK ne doit pas être un membre du CPRK.
- 8.02 Le comité de mise en oeuvre surveille la mise en oeuvre de la présente entente et agit comme intermédiaire pour la négociation et le règlement des différends entre les parties.
- 8.03 Les décisions du comité de mise en oeuvre sont prises par consensus.
- 8.04 Le comité de mise en oeuvre se réunit au besoin et le représentant de chaque partie au sein de ce comité peut convoquer une réunion par tout moyen formel ou informel.
- 8.05 À la demande du CPRK, le comité de mise en oeuvre prête son assistance au CPRK dans les négociations que ce dernier mène avec les autres organismes publics dont la collaboration est nécessaire pour atteindre les objectifs visés par la présente entente.
- 8.06 Le comité de mise en oeuvre mène ses activités pendant toute la durée de la présente entente et n'est dissous qu'à la fin de celle-ci.

ARTICLE 9 - PERSONNEL

- 9.01 Au cours de l'exercice 1995-1996, le CPRK doit maintenir un corps de police, comprenant le chef et les divers responsables hiérarchiques, qui est composé de trente-deux (32) membres; ce nombre est porté à trente-sept (37) au début de l'exercice 1996-1997 et à quarante-deux (42) au début de l'exercice 1997-1998.
- 9.02 La sélection du chef et des policiers du CPRK doit se faire conformément aux dispositions du chapitre 21 de la CBJNQ et des articles 369 à 377 de la Loi sur les villages nordiques et l'Administration régionale Kativik. L'ARK soumet au ministre de la Sécurité publique une liste des

candidats intéressés à devenir membres du CPRK ainsi qu'une résolution demandant son approbation.

- 9.03 Le chef et les policiers du CPRK doivent être nommés et doivent prêter serment conformément aux dispositions du chapitre 21 de la CBJNQ et aux articles 369 à 377 de la Loi sur les villages nordiques et l'Administration régionale Kativik. Dès que l'ordonnance 95-02 de l'ARK entre en vigueur, les personnes exerçant les attributions des constables spéciaux dans le territoire doivent être nommés membres du CPRK.

L'ARK doit adopter une résolution par laquelle elle demande au ministre de la Sécurité publique de nommer comme chef le candidat choisi et recommandé par l'ARK. Le chef doit prêter les serments prescrits par l'article 4 de la Loi de police.

- 9.04 Lorsqu'ils exercent leurs attributions à l'extérieur du territoire, les policiers du CPRK conservent leur statut d'agent de la paix dans les circonstances suivantes :

- a) lors du transport d'un accusé ou détenu dans le territoire;
- b) lors de l'exécution d'un mandat d'arrestation valide dûment signé par un juge de paix.

- 9.05 Tous les policiers et tout le personnel civil du CPRK exercent leurs fonctions à titre d'employé de l'ARK.

ARTICLE 10 - FORMATION

- 10.01 L'ARK s'engage à se conformer aux modalités du programme de formation exposé à l'annexe 5, lequel a été approuvé par l'Institut de police du Québec.

- 10.02 Les sommes affectées à la formation pendant la durée de la présente entente sont utilisées uniquement pour la formation des policiers à moins que les parties en conviennent autrement par écrit.

ARTICLE 11 - MESURES TRANSITOIRES

- 11.01 Pendant la durée de la présente entente, la Sûreté du Québec maintient les services d'escorte liés au transport des accusés et des détenus, étant donné les règles et les pratiques qui existent dans les rapports entre la Sûreté du Québec et les services correctionnels du Québec. Les services d'escorte liés au transport des accusés et des détenus se limitent au transport en direction ou à partir de lieux situés au sud du 55^e parallèle.

Le CPRK assure le transport des accusés et des détenus en direction ou à partir des villages de Kuujuaq ou de Kuujuarapik sur le territoire du Nunavik et s'engage à payer tous les frais y afférents.

- 11.02 Aussitôt que possible après la signature de la présente entente, la Sûreté du Québec prend les mesures nécessaires pour transférer, sans frais, les équipements figurant à l'annexe 6.

En outre, la Sûreté du Québec collabore avec le CPRK pour le transfert des locaux destinés aux services policiers qui sont dans le territoire, sauf les locaux situés à Kuujuaq ou à Kuujuarapik.

Pendant la durée de la présente entente, les parties conviennent que la Sûreté du Québec peut utiliser les locaux du CPRK aux fins d'enquêtes relevant de sa compétence.

- 11.03 Les locaux destinés aux services policiers qui sont situés à Kuujuaq ou à Kuujuarapik, sauf le bloc cellulaire, seront utilisés conjointement par la Sûreté du Québec et le CPRK pendant la durée de la présente

entente conformément aux modalités convenues entre la Sûreté du Québec, le CPRK, la Société immobilière du Québec (S.I.Q.) et les services correctionnels du Québec.

- 11.04 Le Québec déclare que, pour la durée de l'entente, il entend maintenir une présence permanente de la Sûreté du Québec sur le territoire et ce, nonobstant les dispositions concernant ses contributions financières.

ARTICLE 12 - MATÉRIEL ET ÉQUIPEMENTS

- 12.01 L'ARK utilise le matériel et les équipements achetés avec les fonds versés aux termes de la présente entente uniquement aux fins du CPRK.

ARTICLE 13 - FINANCEMENT ET ADMINISTRATION

- 13.01 Les parties conviennent d'établir un budget selon les modalités suivantes :

a) pour l'exercice 1995-1996

- i) le coût unitaire pour chacun des trente-deux (32) policiers formant le corps de police régional est établi à 120 000 \$;
- ii) le coût unitaire pour la formation de chacun des trente-deux (32) policiers formant le corps de police régional est établi à 8 000 \$;
- iii) les parties conviennent que le coût total de la formation fournie par la Sûreté du Québec au CPRK conformément au paragraphe 7.04 est évalué à 1 300 000 \$;
- iv) la contribution totale du Canada et du Québec pour l'exercice 1995-1996 est calculée sur une période de neuf (9) mois et s'élève à 4 047 000 \$;
- v) la contribution totale du Canada et du Québec prévue à l'alinéa iv) est répartie comme suit:
 - A) la contribution du Canada est de 2 104 440 \$, ce qui représente 52 % de la contribution totale à l'ARK;
 - B) la contribution du Québec est de 1 942 560 \$, ce qui représente 48 % de la contribution totale;
- vi) la part du Québec est affectée de la façon suivante :
 - formation dispensée par la Sûreté du Québec : 975 000 \$;
 - véhicules achetés : 120 000 \$;
 - contribution directe à l'ARK : 847 560 \$;

b) pour l'exercice 1996-1997

- i) le coût unitaire pour chacun des trente-sept (37) policiers formant le corps de police régional est établi à 120 000 \$;
- ii) le coût unitaire pour la formation de chacun des trente-sept (37) policiers formant le corps de police régional est établi à 8 000 \$;
- iii) les parties conviennent que le coût total de la formation avancée et de l'officier de liaison à la Cour fournie par la Sûreté du Québec au CPRK conformément au paragraphe 7.04 est évalué à 650 000 \$;

- iv) la contribution totale du Canada et du Québec pour l'exercice 1996-1997 est de 5 386 000 \$;
- v) la contribution totale du Canada et du Québec prévue à l'alinéa iv) est répartie comme suit:
 - A) la contribution du Canada est de 2 800 720 \$, ce qui représente 52 % de la contribution totale à l'ARK;
 - B) la contribution du Québec est de 2 585 280 \$, ce qui représente 48 % de la contribution totale;
- vi) la part du Québec est affectée de la façon suivante :
 - formation avancée dispensée par la Sûreté du Québec : 650 000 \$;
 - contribution directe à l'ARK : 1 935 280 \$;
- c) pour l'exercice 1997-1998
 - i) le coût unitaire pour chacun des quarante-deux (42) policiers formant le corps de police régional est établi à 120 000 \$;
 - ii) le coût unitaire pour la formation de chacun des quarante-deux (42) policiers formant le corps de police régional est établi à 8 000 \$;
 - iii) la contribution totale du Canada et du Québec pour l'exercice 1997-1998 est de 5 376 000 \$. Cette contribution est répartie comme suit :
 - A) la contribution du Canada est de 2 795 520 \$, ce qui représente 52 % de la contribution totale à l'ARK;
 - B) la contribution du Québec est de 2 580 480 \$, ce qui représente 48 % de la contribution totale à l'ARK.

13.02 Les modalités des versements de la contribution effectuée par le Canada aux termes du paragraphe 13.01 sont les suivantes :

- a) pour l'exercice 1995-1996
 - i) le premier versement de 424 440 \$ est effectué le 1^{er} juillet;
 - ii) les huit autres versements de 210 000 \$ sont effectués le premier jour de chacun des mois suivants;
- b) pour l'exercice 1996-1997
 - i) le premier versement de 490 720 \$ est effectué le 7 avril 1996;
 - ii) les onze autres versements de 210 000 \$ sont effectués le premier jour de chacun des mois suivants;
- c) pour l'exercice 1997-1998
 - i) le premier versement de 485 520 \$ est effectué le 7 avril 1997;
 - ii) les onze autres versements de 210 000 \$ sont effectués le premier jour de chacun des mois suivants.

Le versement de la contribution du Canada pour les services de police en vertu de la présente entente est subordonné à l'affectation de crédits par le Parlement.

13.03 Les modalités des versements de la contribution effectuée par le Québec aux termes du paragraphe 13.01 sont les suivantes :

a) pour l'exercice 1995-1996

- i) le premier versement de 282 520 \$ est effectué le 10 juillet 1995;
- ii) le deuxième versement de 282 520 \$ est effectué le 9 octobre 1995;
- iii) le troisième versement de 282 520 \$ est effectué le 12 février 1996;

b) pour l'exercice 1996-1997

- i) le premier versement de 483 820 \$ est effectué le 10 juin 1996;
- ii) le deuxième versement de 483 820 \$ est effectué le 9 septembre 1996;
- iii) le troisième versement de 483 820 \$ est effectué le 9 décembre 1996;
- iv) le quatrième versement de 483 820 \$ est effectué le 10 février 1997;

c) pour l'exercice 1997-1998

- i) le premier versement de 645 120 \$ est effectué le 9 juin 1997;
- ii) le deuxième versement de 645 120 \$ est effectué le 8 septembre 1997;
- iii) le troisième versement de 645 120 \$ est effectué le 8 décembre 1997;
- iv) le quatrième versement de 645 120 \$ est effectué le 9 février 1998.

Le versement de la contribution du Québec pour les services de police en vertu de la présente entente est sujet à l'approbation du Conseil du Trésor.

13.04 Les contributions maximales du Canada et du Québec aux termes de la présente entente sont prévues au paragraphe 13.01. Les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure ne sont pas couverts par la présente entente. Les parties conviennent de négocier les frais engagés pour les services de police en raison de force majeure.

13.05 L'ARK s'engage à consigner les dépenses engagées sur les fonds fournis et à tenir des documents comptables établissant l'utilisation qui est faite de ces fonds.

L'ARK présente annuellement, au Canada et au Québec, un rapport financier vérifié dans lequel sont exposés les détails relatifs à l'utilisation des fonds visés au paragraphe 13.01 ainsi que le bilan du CPRK.

Le Canada et le Québec peuvent effectuer des vérifications, à la condition de donner un avis raisonnable à l'ARK afin que cette dernière puisse mettre à jour les documents comptables appropriés et les préparer aux fins demandées.

13.06 Tout excédent est acquis à l'ARK, mais est utilisé uniquement aux fins des services de police. L'ARK assume l'entière responsabilité de tout déficit.

- 13.07 Étant donné que les contributions financières visées au paragraphe 13.01 ne sont pas indexées pour la durée de la présente entente, le comité de mise en oeuvre peut recommander aux parties, conformément au paragraphe 8.02, des solutions pour régler les problèmes de fonctionnement qui peuvent se poser au cours des exercices 1996-1997 et 1997-1998.

ARTICLE 14 - ASSURANCE

- 14.01 L'ARK s'engage à obtenir une police d'assurance générale feu et vol, incluant une assurance responsabilité employeur-employé, couvrant les blessures causées à des tiers par les membres du CPRK, pour une somme d'au moins 5 millions de dollars par sinistre.
- 14.02 L'ARK fournit, à la demande du Canada ou du Québec, une preuve d'assurance sous une forme jugée acceptable par l'auteur de la demande.

ARTICLE 15 - RESPONSABILITÉ ET INDEMNISATION

- 15.01 L'ARK s'engage à exonérer de toute responsabilité et à indemniser le Canada et le Québec ainsi que leurs employés et mandataires respectifs à l'égard des réclamations, pertes, dommages-intérêts, frais, dépenses, actions, actuels ou futurs, découlant de blessures, de décès ou de dommages matériels causés par un acte, une omission, un retard volontaire ou une négligence de la part de l'ARK, ses employés ou mandataires dans l'exécution de la présente entente. Cette obligation d'indemnisation survit à l'expiration de la présente entente.
- 15.02 Le Canada et le Québec ne peuvent être tenus responsables des blessures ou des dommages matériels de quelque nature que ce soit que peuvent subir l'ARK, ses employés ou mandataires ou des tiers, dans l'exécution de la présente entente, à moins qu'ils n'aient été causés par la négligence ou un acte d'un employé ou mandataire du Canada ou du Québec dans le cadre de l'exécution de ses fonctions.

ARTICLE 16 - DURÉE DE L'ENTENTE

- 16.01 La présente entente prend effet le 1^{er} juillet 1995 et se termine le 31 mars 1998.
- 16.02 Sous réserve du paragraphe 16.03, la présente entente n'est pas renouvelée automatiquement.
- 16.03 Les parties reconnaissent que l'existence du CPRK est permanente et que les activités du CPRK ne cesseront pas à l'expiration de la présente entente.
- Les parties conviennent de commencer les négociations en vue de la conclusion d'une nouvelle entente tripartite six (6) mois avant l'expiration de la présente entente ou d'une entente subséquente.

ARTICLE 17 - RÈGLEMENT DES DIFFÉRENDS ET RÉSILIATION DE L'ENTENTE

- 17.01 Si un manquement, un désaccord ou une autre raison fait obstacle à l'application de l'une ou de l'ensemble des dispositions de la présente entente, les parties conviennent de soumettre le problème au comité de mise en oeuvre.
- 17.02 Si le comité de mise en oeuvre n'est pas en mesure de régler le différend dans les trente (30) jours de l'avis écrit dûment donné aux parties et si le différend découle du défaut, sans justification suffisante, de l'une des parties de s'acquitter de ses obligations aux termes de la présente entente, chaque partie pourra résilier la présente entente en donnant un préavis écrit de quatre-vingt-dix (90) jours aux autres parties.

- 17.03 Les parties s'engagent à négocier durant cette période de quatre-vingt-dix (90) jours afin de régler ce différend à leur satisfaction.
- 17.04 Advenant la résiliation de la présente entente, les contributions effectuées par le Canada et le Québec qui n'ont pas été utilisées par l'ARK doivent être remises au Canada et au Québec conformément au ratio de partage des coûts mentionné au paragraphe 13.01.

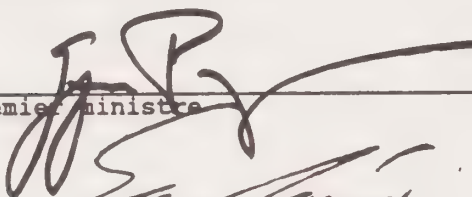
EN FOI DE QUOI les parties ont signé la présente entente.

FAIT À QUÉBEC, le 03 jour de Juillet 1995.

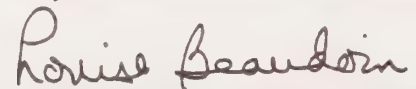
ADMINISTRATION RÉGIONALE KATIVIK


 Secrétaire

GOUVERNEMENT DU QUÉBEC


 Premier ministre


 Ministre de la Sécurité publique


 Louise Beaudoin
 Ministre déléguée aux Affaires
 intergouvernementales canadiennes

GOUVERNEMENT DU CANADA


 Solliciteur général du Canada

ANNEIE 1

ADMINISTRATION RÉGIONALE KATIVIK

Ordonnance n° 95-02

Concernant l'établissement d'un corps de police régional.

ATTENDU QU' en vertu de l'article 21.0.1 de la *Convention de la Baie James et du Nord québécois* (CBJNQ), l'Administration régionale Kativik (ARK) est autorisée à établir par ordonnance et à maintenir un corps de police régional dans le territoire sous sa juridiction;

ATTENDU QU' en vertu de l'article 369 de la *Loi sur les villages nordiques et l'Administration régionale Kativik* (L.R.Q. c. V-6.1) (ci-après appelée *Loi Kativik*), l'Administration régionale est autorisée à établir par ordonnance et à maintenir un corps de police régional;

ATTENDU QUE le Conseil régional de l'ARK juge opportun d'établir un corps de police régional.

Par conséquent, il est décrété ce qui suit :

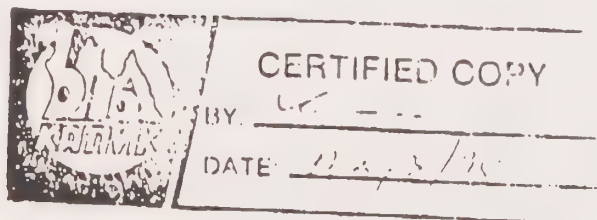
1. Le préambule fait partie intégrante de la présente ordonnance
2. Dans la présente ordonnance, à moins que le contexte n'indique le contraire :
 - a) «Conseil» désigne le Conseil de l'Administration régionale Kativik;
 - b) «Comité administratif» désigne le Comité administratif prévu à l'article 276 de la *Loi Kativik*;
3. Un corps de police régional est par la présente ordonnance créé sous le nom de Corps de police régional Kativik (CPRK).

Le CPRK et chacun de ses membres sont chargés, sous l'autorité du chef, de maintenir la paix, l'ordre et la sécurité publique dans la région, de prévenir le crime ainsi que les infractions aux ordonnances et règlements de l'ARK, aux règlements des corporations municipales de la région et aux lois du Canada et du Québec.
4. Le CPRK se compose d'un chef, d'un chef adjoint, de policiers et, au besoin, de tout autre employé. Sous réserve de la présente ordonnance, le personnel du CPRK s'acquitte de ses devoirs sous l'autorité du chef.
5. Le ministre de la Sécurité publique nomme le chef du corps de police régional sur la recommandation de l'Administration régionale.

Le chef est nommé pour un mandat n'excédant pas trois ans; son mandat peut être renouvelé.

- Il reprendra, après son mandat, le chef reste en fonctions jusqu'au renouvellement de sa nomination ou jusqu'à son remplacement.
6. Le chef du corps de police régional est chargé de l'administration du CPRK et de l'organisation et de la direction des opérations policières. Il est sous l'autorité du gérant du PARK, conformément aux dispositions de l'article 303, alinéa (g) de la Loi Kativik. Toutefois, le dit gérant n'a aucune autorité dans quelque question que ce soit concernant une intervention de la police.
7. Le chef du CPRK
- (1) soumet au Comité administratif, à la fréquence qu'il fixera, mais au moins à tous les deux mois, un rapport d'activités du CPRK, dans la forme et selon les conditions qu'a déterminées le Comité administratif;
 - (2) fournit au Comité administratif tout renseignement nécessaire pour l'exécution des fonctions du CPRK;
 - (3) soumet au Comité administratif tout rapport détaillé portant sur les activités criminelles ou les situations qui troublent l'ordre, la paix et la sécurité publique;
 - (4) dresse le budget annuel du CPRK.
8. Les conditions d'emploi du chef, des policiers et de tous les autres employés du CPRK sont fixées conformément à l'article 302 de la Loi Kativik.
9. La présente ordonnance entre en vigueur le jour de sa publication.

POUR :	13
CONTRE :	0
ABSENTS :	3
DATE D'ADOPTION :	le 30 mai 1995
DATE DE PUBLICATION :	
SIGNATURE DU PRÉSIDENT :	Simluno Sivuarapik
SIGNATURE DU SECRÉTAIRE :	Malco Saunders



ANNEXE 2

ANNEXE 3

Du 1^{er} juillet 1995 au 31 mars 1996, l'agent de liaison de la Sûreté du Québec collabore avec les membres du Corps de police régional Kativik (CPRK) et exécute les tâches énumérées ci-dessous.

Description du poste : agent de liaison

1. L'agent de liaison prête son assistance aux membres du CPRK et fournit la formation nécessaire.

Il acquiert une bonne connaissance des directives, politiques et procédures établies dans le cadre de l'élaboration et de la mise en oeuvre du programme sur la police autochtone et veille à leur application afin que les services de police du CPRK soient organisés et maintenus conformément aux pratiques habituelles, dans le respect de l'autonomie du CPRK.

2. L'agent de liaison surveille les progrès des policiers autochtones du CPRK et présente à ses supérieurs un rapport sur le niveau de perfectionnement atteint par ceux-ci.

Afin d'évaluer régulièrement l'évolution du programme et d'établir les mesures correctives appropriées ainsi que les moyens d'atteindre les objectifs fixés au moment de la mise en oeuvre du programme :

- il examine divers documents, notamment des dossiers de rendement policier, des rapports de visite et des rapports annuels;
- il établit et recueille des rapports de visite.

3. L'agent de liaison développe ses connaissances relativement aux activités et aux méthodes de supervision dans le territoire et se conforme à celles-ci.

Il consulte la documentation appropriée (p. ex., le manuel de gestion, le guide destiné à l'agent de liaison autochtone, etc.) afin de collaborer à la mise en oeuvre et au suivi du CPRK.

4. L'agent de liaison assiste et conseille les policiers du CPRK en ce qui concerne l'exécution de leurs tâches policières et administratives.

Afin de leur transmettre l'expertise acquise par la Sûreté du Québec :

- il surveille leur travail, en fournissant des conseils et des suggestions;
- il agit comme personne ressource dans le cadre de la formation des policiers du CPRK (p. ex., rapports, enquêtes, etc.).

5. L'agent de liaison assure le suivi en ce qui concerne les dossiers opérationnels et administratifs.

Afin de s'assurer que les politiques et procédures administratives sont suivies correctement :

- il vérifie les dossiers en question de concert avec le chef du CPRK;
- il prête son concours au chef du CPRK pour l'épuration des dossiers.

6. De concert avec le CPRK, l'agent de liaison assiste son chef en ce qui concerne la planification, l'organisation et la surveillance des activités policières, le contrôle quantitatif et qualitatif du travail et l'évaluation du rendement du personnel.

Il se fonde sur son expérience ainsi que sur les connaissances qu'il a acquises afin d'obtenir le meilleur rendement possible.

7. L'agent de liaison recueille des échantillons de rapports présentés par les policiers avant de les soumettre à l'agent de liaison du tribunal, au tribunal ou à l'avocat représentant le procureur général.

Il s'assure que tous les renseignements nécessaires sont consignés dans les rapports afin d'établir des rapports de qualité qui soient complets et qui répondent aux normes habituelles et d'informer le chef du CPRK des mesures correctives à prendre.

8. L'agent de liaison, en suivant la voie hiérarchique normale, informe le Service des communautés autochtones en ce qui concerne le comportement et le progrès des policiers du CPRK.

Afin de permettre au Service des communautés autochtones de contrôler les activités des policiers du CPRK :

- il présente régulièrement tous ses rapports de visite;
- il présente des rapports écrits concernant les écarts de comportement et les irrégularités ou les manquements de la part des policiers et, le 31 mars 1996, il présente un rapport détaillé sur la situation.

9. L'agent de liaison mène les enquêtes sur le profil psychologique des policiers dont l'embauche est envisagée.

Afin de s'assurer du respect des dispositions de l'article 3 de la Loi de police, L.R.Q. ch. P-13, applicables aux conditions d'embauche des policiers du CPRK :

- il recueille des renseignements complets, notamment tous les documents pertinents;
- il présente les dossiers aux responsables concernés dans le district.

10. L'agent de liaison porte à l'attention du chef du CPRK les écarts de comportement des policiers.

Il présente des rapports portant sur ces écarts de comportement, afin que le CPRK dispose des renseignements nécessaires pour prendre les mesures correctives qui s'imposent pour corriger la situation.

11. À la demande du CPRK, l'agent de liaison agit comme personne ressource aux fins de l'évaluation des policiers.

Il consulte les dossiers portant sur le rendement et ajoute ses observations afin d'aider le CPRK dans le cadre du processus d'évaluation.

12. L'agent de liaison assiste les policiers et, à sa demande, le chef du CPRK, aux fins de la préparation des statistiques mensuelles.

Il prépare un registre des formulaires et le présente aux responsables concernés afin que le district, le Service des communautés autochtones et le CPRK disposent des renseignements à jour nécessaires pour évaluer l'évolution de la criminalité dans le territoire du Nunavik.

13. L'agent de liaison assiste les policiers et, à sa demande, le chef du CPRK, aux fins de la préparation du rapport annuel sur les activités du corps de police.

Afin d'établir le rapport annuel dans le délai imparti :

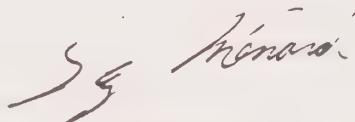
- il détermine la nature des renseignements à recueillir;
- il effectue des recherches et recueille les renseignements nécessaires.

Le ministre de la
Sécurité publique


**APPROBATION DE L'ORDONNANCE ÉTABLISSANT
LE CORPS DE POLICE RÉGIONAL DE
L'ADMINISTRATION RÉGIONALE KATIVIK**

En vertu des pouvoirs qui me sont conférés par l'article 64 de la Loi de police (L.R.Q., c. P-13), j'approuve l'ordonnance numéro 95-02 adoptée le 30 mai 1995 par l'Administration régionale Kativik relative à l'établissement et au maintien d'un corps de police régional.

Sainte-Foy, le *2^e juin 1995*



Serge Ménard
Ministre de la Sécurité publique

 Gouvernement
du Québec

Le ministre de la
Sécurité publique

**APPROBATION OF THE ORDINANCE ESTABLISHING
THE REGIONAL POLICE FORCE OF THE
KATIVIK REGIONAL GOVERNMENT**

Pursuant to the provisions of the section 64 of the Police Act (R.S.Q., c. P-13), I hereby approve the ordinance 95-02 adopted by the Kativik regional government on May 30th 1995, establishing and maintaining a regional police force.

Sainte-Foy,

Serge Ménard
Ministre de la Sécurité publique

2525, boul. Laurier
5^e étage
Sainte-Foy (Québec)
G1V 2L2

(418) 643-2112

ANNEXE 4

Au cours de la période allant du 1^{er} avril 1996 jusqu'au 31 mars 1997, la Sûreté du Québec, de concert avec le Corps de police régional Kativik, fournira une formation avancée, adaptée aux besoins définis conjointement, en vue d'améliorer les connaissances. En général, ces activités de formation seront dispensées par les ressources existantes de la Sûreté du Québec sur le territoire du Nunavik et, à l'occasion, si la Sûreté du Québec le juge opportun, par d'autres ressources à l'extérieur du territoire du Nunavik.

Ces activités de formation porteront notamment sur la prévention, les relations communautaires, les armes à feu, la consommation de drogues, d'alcool et de solvants. En outre, la Sûreté du Québec maintiendra un service de liaison avec la cour itinérante. Au cours de la même période, le Corps de police régional Kativik doit charger l'un de ses membres à prendre progressivement la relève et à assurer le service de liaison auprès de la cour itinérante.

ANNEXE 5

PROGRAMME DE FORMATION À L'INTENTION DES POLICIERS DU CORPS DE POLICE Régional Kativik

Le programme de formation se divise en deux options selon la situation de chaque candidat.

1^{re} option

Les candidats qui ont déjà suivi, depuis 1990, le «cours de base à l'intention des constables spéciaux» qui est donné par l'Institut de police du Québec, peu importe que le policier occupe ou non un poste de constable spécial dans le territoire du Nunavik le 1^{er} juillet 1995, devront suivre un cours de recyclage d'une durée de dix (10) jours. Ce cours sera adapté aux besoins des candidats. Les ateliers et les activités de ce cours seront établis conjointement par l'ARK et l'Institut de police du Québec après évaluation des besoins. Ils seront choisis parmi les suivants :

- . Rédaction de rapports
- . Application du Code criminel et pouvoir d'arrestation
- . Lois relatives aux jeunes contrevenants
- . Intervention en situation de crise
- . Évaluation concrète régulière des connaissances acquises

2^e option

Toutes les autres personnes du territoire de Nunavik dont la candidature a été retenue par l'ARK devront suivre le «cours de base à l'intention des constables spéciaux», d'une durée de sept (7) semaines, qui est donné par l'Institut de police du Québec. Ce cours se divise de la façon suivante :

- . Cinq semaines à l'Institut de police du Québec ou dans un lieu nordique auquel l'Institut a donné son agrément.
- . Ce stage de cinq semaines porte sur les matières suivantes :
 - . Intégration
 - . Révision
 - . Techniques d'intervention physique
 - . Premiers soins
 - . Procédures judiciaires
 - . Principes d'enquête
 - . Drogues
 - . Dactyloscopie
 - . Infractions criminelles
 - . Lois provinciales
 - . Règlements municipaux
 - . Règles de preuve
 - . Témoignage devant les tribunaux
 - . Enquête sur les accidents
 - . Prévention
 - . Maniement des armes
 - . Examens
- . En plus, ce stage comporte deux semaines dans la communauté.

Ce stage de deux semaines a lieu dans une communauté dans le territoire du Nunavik. Ce stage porte sur les matières suivantes :

- . Techniques de patrouille
- . Intervention de groupe
- . Préparation en vue de la cérémonie de remise des diplômes

Indépendamment de la première étape de cette 2^e option, les candidats de cette catégorie (2^e option) doivent avoir suivi une formation minimale avant d'être admis à l'Institut de police du Québec. Cette formation pratique spéciale peut être donnée par les agents de liaison de la Sûreté du Québec ou par des policiers autochtones ayant de l'expérience. Les cinq (5) cours suivants sont donnés :

- . Pouvoirs discrétionnaires du policier
- . Fonctions légales
- . Traitement des détenus
- . Jeunes contrevenants
- . Rédaction de rapports

Pour devenir membre du Corps de police régional Kativik, tous les autres candidats provenant de l'extérieur du territoire du Nunavik doivent remplir les conditions énoncées par le Règlement sur les normes d'embauche des agents et cadets de la Sûreté du Québec et des corps de police municipaux.

En outre, au cours de l'exercice 1996-1997, les membres du Corps de police régional Kativik devraient profiter de la formation avancée donnée par la Sûreté du Québec conformément au paragraphe 7.05 et à l'annexe 4.

Note : Les membres du Corps de police régional Kativik qui veulent obtenir le diplôme régulier de l'Institut de police du Québec doivent en faire la demande par écrit. Sur réception de cette demande écrite, l'Institut de police du Québec examine le dossier scolaire de l'auteur de la demande et lui propose un programme équivalent à suivre. Si l'auteur de la demande réussit le programme, le diplôme de l'Institut lui est décerné.

ANNEXE 6

**ÉQUIPEMENTS À ÊTRE TRANSFÉRÉS
PAR LA SÛRETÉ DU QUÉBEC**

PEUPLE CATEGORIE :		INUIT BATEAU		MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION		CITOYENNETE CONFORMITE DIVERGENCE		DISTRICT REMARQUE VENDEUR/AFFECTATION	
NB. CYLINDRES NB. DE C.C. MASSE CARBURANT IDENTIFICATION		KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION		DATE DEBUT AFFECT. DATE FIN AFFECT.		INSPECTE PAR FONCTION			
B V.R. MARQUE MODELE IMMAT.(REEL)(FACT.) NO SERIE VEHICULE									
8801 NORTHWEST CANOT 22 0000000 999999999999		1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL		82 672.68 683591 04/09/28 08/09/28		INUITS OUI GC 0000 OTIM		08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 88-09-28 CANOTS M-VESTS 14-224-2696 230 COMM. INUIT B'UNITUJAG	
8802 NORTHWEST CANOT 22 0000000 8802		1 KMS 0 PORTE(S) 2R ROUES MOTRICES BOIS SPECIAL		82 786.00 795716 93/01/13 93/01/13		INUITS OUI GC 0000 M		08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 930113 CANOTS NORTHWEST INC 368 COMM. INUIT DE SALLUIT	
8804 NORTHWEST CANOT 22 0000000 ZMW00020406892271		0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL		82 779.50 748357 89/11/08 89/11/08		INUITS OUI GD 0000 OTIM		08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR N. OUEST 367 COMM. INUIT D'IVUJIVIK	
8805 NORTHWEST CANOT 22 0000000 ZMW00020206892269		0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL		82 779.50 748357 89/11/08 89/11/08		INUITS OUI GD 0000 OTIM		08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR N. OUEST 366 COMM. INUIT D'AKULIVIK	
8806 NORTHWEST CANOT 22 0000000 ZMW00019906892267		1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL		82 779.50 748357 89/11/08 89/11/08		INUITS OUI GD 0000 OTIM		08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR N. OUEST 365 COMM. INUIT DE PUVUNGRIK	

LISTE DES V.R. AFFECTES AUX AUTOCHTONES
EN SEQUENCE DE
PEUPLES/CATEGORIES/B.V.R.

SURTE DU QUEBEC
MF04-15

PEUPLE : INUIT CATEGORIE : B BATEAU							
B.V.R. MARQUE MODELE AN/MODELE IMMAT. (REEL)(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACIION COULEUR OPTION	MB. CYLINDRES NB. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFECT. DATE FIN AFFECT.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION		
8807 NORTHWEST CANOT 22 89 0000000 ZMW00019304892263	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	\$2 779.50 748557 89/11/08 89/11/08	INUIT OUI SC 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LABRADOR N-OUEST 364 COMM. INUIT D'IMUKJUAQ		
8812 NORTHWEST CANOT 22 90 0000000 0005103902235	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 0 KGS AUTRES IDENTIFIE	\$3 215.50 748526 90/09/24 90/09/24	INUIT OUI SC 0000 H	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 90-09-24 ZMW NORD OUEST- 22 PIEDS 375 COMM. INUIT DE QUAGTAQ		
8814 NORD OUEST LABRADOR CANOT 22 80 0099999 80 7MW0011303322222	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 136 KGS ESSENCE IDENTIFIE	\$3 300.48 795716 92/05/12 93/08/26	INUIT OUI NB 0000 H	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 930828 CANOTS N-OUEST 22' 369 COMM. INUIT KANGIOSUJUAQ		
8815 NORTHWEST CANOT 22 88 0000000 ZMW001700588	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS AUTRES IDENTIFIE	\$2 672.68 683591 88/09/28 88/09/28	INUIT OUI SC 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 88-09-28 CANOTS N-OUESTS14-224-2696 376 COMM. INUIT DE KANGINSUK		
8816 NORTHWEST CANOT 22 88 0000000 ZMW002330488	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	\$0.00 683591 88/11/10 88/11/10	INUIT OUI SC 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 88-11-10 CANOTS N-OUEST 377 COMM. INUIT D'AUPALUK		

PEUPLE CATEGORIE :	INUTS BATEAU	NO. CYLINDRES NO. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFER. DATE FIN AFFEC.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
0 V.R. MARQUE AN/MODELE MODELE AN/MODELE IMMAT.(REEL)(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	0 CYL. 0 C.C. 440 KGS AUTRES IDENTIFIE	83 030.48 748526 91/08/01 91/08/01	INUTS OUI 68 0000 011N	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 91-08-01 0218 CANOTS MO-VEST INC. 382 COMM. INUIT DE KUUJUAQ
8818 NORTHWEST CANOT 22 999999 ZNU0000803902234	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	32 779.50 748357 89/11/08 89/11/08	INUTS OUI 68 0000 011N	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 89-10-13 CANOTS LAMRADOR N.-OUEST 383 COMM. INUIT KANGISUALUJUAQ
8820 NORTHWEST CANOT 22 600000 ZNU00220788	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	80.00 683591 88/11/10 88/11/10	INUTS OUI 88 0000 011N	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 88-11-10 CANOTS N.-WEST 22 PIEDS 379 COMM. INUIT DE TASIUAJAR

LISTE DES V.R. AFFECTES AUX AUTOCENTRES
EN SÉQUENCE DE
PEUPLES/CATÉGORIES/Ø V.R.

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PEUPLE :		E		INUIT		MOTEUR DE BATEAU	
CATEGORIE :							
8	V.B. MARQUE MODELE AN/MODELE INMAT.(REEL)(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE MASSE CARBURANT IDENTIFICATION	NO. CYLINDRES NO. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFEC. DATE FIN AFFEC.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VEHICULE UNITE D'AFFECTATION	
001	EVIMBUDE 30 HP 000000 C7230043	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	80.00 603592 88/10/20 86/10/20	INUIT OUI EC 0000 OUI	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC MODELE 30-RLCC ROBAILLIE AQ-10-20 230 COMM. INUIT D'UNUJUAQ	
002	MARINER 25 C.V. 0008 00040008	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KGS ESSENCE IDENTIFIE	91 913.74 795730 94/07/07 94/07/07	INUIT OUI SC 0000 M	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC PIED LOWS940707 PERCUT MARINE 368 COMM. INUIT DE SALLUIT	
004	JONHSON 30 HP 000000 CB202020	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	2 CYL. 521 C.C. 0 KGS ESSENCE IDENTIFIE	91 689.50 045200 86/02/11 86/02/11	INUIT OUI CM 0000 OUI	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 04-02-11 0004 OUTBOARD MARINE PETERBOROUGH 367 COMM. INUIT D'EVUJIVIK	
005	JONHSON 30 HP 000000 CB211201	1 KMS 0 PORTE(S) 0 ROUES MOTRICES BLANC SPECIAL	2 CYL. 521 C.C. 0 KGS ESSENCE IDENTIFIE	91 824.14 656325 86/06/03 89/10/13	INUIT OUI SC CHA4 OUI	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC ERREUR NU SERIE DU DEOS OUTBOARD MARINE OMT-091013 366 COMM. INUIT D'AKULIVIK	
006	EVIMBUDE 25 HP 0000 C2463410	1 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	2 CYL. 521 C.C. 0 KGS ESSENCE IDENTIFIE	80.00 000000 91/06/14 91/06/14	INUIT OUI EC 0000 OUI	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 91-06-14 ATTENTION LE NOM 365 COMM. INUIT DE POUVINGCHITUK	

[illegible]

PEUPLE : INUITS
CATEGORIE : E MOTEUR DE BATEAU

D V.R. MARQUE MODELE AN/MODELE INMAT. (REEL) (FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACIION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MARQUE IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEUT AFEC. DATE FIN AFEC.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT MUNICIPALITE VERGEEUR UNITE D'AFFECTATION
BE18 EVENLURE 25 HP 00000 2445416	1 KMS 0 PORTE(S) 0 ROUES MOTRICES BLEU SPECIAL	2 CYL. 2 C.C. 0 KES ESSENCE MANALISE	50.00 99999 94/07/07 94/07/07	INUITS OUI LL 6926 D	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 940707 MOO.CE2SRLESB XXIX 382 COMM. INUIT DE KNUJUAQ
BE19 JOHNSON 25 HP 0000000 02991957	0 KMS 0 PORTE(S) 0 ROUES MOTRICES BLANC SPECIAL	2 CYL. 521 C.C. 50 KES ESSENCE MANALISE	81 923.61 758232 92/12/16 92/12/16	INUITS OUI SC 0000 H	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC O.M.C 383 COMM. INUIT KANGISUALUJUAQ
BE20 EVENLURE 30 HP 0000000 C7230012	0 KMS 0 PORTE(S) 0 ROUES MOTRICES SQ SPECIAL	0 CYL. 0 C.C. 9 KES ESSENCE IDENTIFIE	50.00 683592 86/10/27 86/10/27	INUITS OUI GC 0000 OTIM	08 ABITIBI-TEMIS. ET NOUV.-QUEBEC MODELE CE-30-RLCCE ROBTAILE 86-10-27 379 COMM. INUIT DE TASTUJAG

TOTAL V.R. . CATEGORIE (E) : 13

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LISTE DES AFFECTÉS AUX AUTOCHTONES
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PEUPLE : INUITS
CATEGORIE : M MOTOCYCLETTE

# V.R. MARQUE MODELE AN/MODELE IMMAT. (REEL) (FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MASSE CARDURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFECT. DATE FIN AFFECT.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
8W51 HONDA MOTO 4X4 91 VJ6430 CB 478TE150MA307821	1 KMS 0 PORTE(S) 0 ROUES MOTRICES ROUGE SPECIAL	1 CYL. 300 C.C. 235 KGS ESSENCE BANALISE	85 597.75 79545 91/08/12 93/05/28	INUITS OUI ED 4055 M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 91-09-04 MOTOS DAYTONA INC 230 COMM. IMUIT D'UNUJUAQ
8W59 HONDA MOTO 4X4 91 VJ6431 CB 478TE150MA316088	1 KMS 0 PORTE(S) 0 ROUES MOTRICES ROUGE SPECIAL	1 CYL. 300 C.C. 235 KGS ESSENCE BANALISE	85 597.75 79545 91/08/12 93/05/28	INUITS OUI GD 4055 M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 91-09-04 MOTOS DAYTONA INC 367 COMM. IMUIT D'UNUJIVIK
8W58 HONDA TRX300 V100548 478TE152HPS01652	1 KMS 0 PORTE(S) 0 ROUES MOTRICES ROUGE SPECIAL	1 CYL. 309 C.C. 239 KGS ESSENCE BANALISE	84 975.00 978605 93/04/08 93/08/18	INUITS OUI JC XX O M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC VR AUTOCHTONES 930818 HONDA 365 COMM. IMUIT DE POUYUNGITUK

TOTAL V.R. CATEGORIE (M) : 3

PEUPLE : INUITS
CATEGORIE : P PORTE-BAGAGE

B V.R.	NO. CYLINDRES	MONTANT/ACHAT	CITOYENNETE	DISTRICT
MARQUE	NO. DE C.C.	NO COMMANDE	CONFORMITE	REMARQUE
MODELE AN/MODELE	MASSE	DATE DE RECEPTION	DIVERGENCE	VENDEUR
IMMAT.(REEL).(FACT.)	CARBURANT	DATE DEBUT AFPEC.	INSPECTE PAR	UNITE D'AFFECTATION
NO SERIE VEHICULE	IDENTIFICATION	DATE FIN AFPEC.	FONCTION	

SP03	0 CYL.	\$436.00	INUITS	08 ABITIBI-TEMIS. ET MOUV.-QUEBEC
CHOQUETTE	0 C.C.	999999	OUI	
TRAINEAU	50 KGS	85/07/18	MC 0000	ECHANGE 8001-8805
85-07-18	AUTRES	85/07/18	OTIN	VALLEE SAUNDERS
	IDENTIFIE			302 COMM. INUIT DE KUUJUAQ

LISTE DES AFFECTES AUX AUTOCHTONES
1 SEQUENCE DE
PELUS/CATEGORIES/V.R.

PEUPLE : INUITS
CATEGORIE : 5 MOTO-NEIGE

Q.V.R. MARQUE MODELE AN/MODELE INMAT.(REEL)(FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MASSE CARBURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFECT. DATE FIN AFFECT.	CITIZENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
8501 BOMBARDIER CHEYENNE VJG-197 3648001644	1 000 KMS 0 PORTE(S) 1 ROUES MOTRICES JAUNE SPECIAL	2 CYL. 496 C.C. 218 KGS ESSENCE IDENTIFIE	95 813.50 748590 90/12/05 91/01/09	INUITS OUI RC 0000 M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 91-01-09 GRAVEL SPORTS 367 COMM. INUIT D'IVUJIVIK
8503 BOMBARDIER TUNDRA VJG-453 325002267	1 KMS 0 PORTE(S) 1 ROUES MOTRICES SPECIAL	1 CYL. 496 C.C. 163 KGS ESSENCE IDENTIFIE	93 136.32 795546 91/09/04 92/10/19	INUITS OUI GD 4055 M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 921019 BOMBARDIER 368 COMM. INUIT D'AKULIVIK
8505 BOMBARDIER TUNDRA VJG-453 325002248	1 KMS 0 PORTE(S) 1 ROUES MOTRICES SPECIAL	1 CYL. 496 C.C. 163 KGS ESSENCE IDENTIFIE	93 136.32 795546 91/09/04 91/10/22	INUITS OUI GD 4055 M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 91-10-22 BOMBARDIER 230 COMM. INUIT D'UNIOUJAG
8506 BOMBARDIER CHEYENNE VJG-537 3648001648	400 KMS 0 PORTE(S) 1 ROUES MOTRICES JAUNE SPECIAL	2 CYL. 496 C.C. 218 KGS ESSENCE IDENTIFIE	95 813.50 748356 90/12/05 91/01/11	INUITS OUI RC 0000 M	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 91-01-11 GRAVEL SPORTS 368 COMM. INUIT DE SALLUIT
8507 BOMBARDIER CHEYENNE VJG-532 364300817	1 KMS 0 PORTE(S) 1 ROUES MOTRICES JAUNE SPECIAL	2 CYL. 496 C.C. 265 KGS ESSENCE IDENTIFIE	95 378.06 748356 89/09/22 89/10/12	INUITS OUI GD CNA4 OTIN	08 ABITIBI-TENIS. ET NOUV.-QUEBEC 89-10-12 GRAVEL SPORTS 379 COMM. INUIT DE YASIUJAG

PEUPLE : INUITS				CITOYENNETE				BISTRICT			
CATEGORIE : S				MOTO-METEE				REMARQUE			
								UNITE D'AFFECTATION			

SURETE DU QUEBEC
MF04-13

LISTE DES V.R. AFFECTES AUX AUTOCHTONES
PEUPLES/CATEGORIES/B V.R.

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PEUPLE : INUITS
CATEGORIE : 7 TOUT-TERRAIN

B V.R. MARQUE MODELE AN/MODELE IMMAT. (REEL) (FACT.) NO SERIE VEHICULE	KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION	NO. CYLINDRES NO. DE C.C. MASSE CARRURANT IDENTIFICATION	MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DEBUT AFFECT. DATE FIN AFFECT.	CITOYENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION	DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION
0104 JEEP CHEROKEE 91 FG27987 1J4FJ2859ML589928	93 877 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL	6 CYL. 4000 C.C. 1397 KGS ESSENCE IDENTIFIE	\$17 835.12 746685 91/05/27 91/08/99	INUITS OUI RC 0000 M	08 ABITI181-TENIS. ET MOUV.-QUEBEC 91-08-09 CONCORDIA AUTO 382 COMM. INUIT DE KUJJUAQ
0105 CHEVROLET BLAZER 94 FL50436 1GND133480125720	3 310 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC REBULIER	6 CYL. 4300 C.C. 1791 KGS ESSENCE IDENTIFIE	\$24 378.00 801768P 94/06/08 94/09/97	INUITS OUI CQ 0000 M	08 ABITI181-TENIS. ET MOUV.-QUEBEC 940907 BUPRE CHEVROLET 377 COMM. INUIT D'AUPALUK
0106 JEEP CHEROKEE 91 FG27988 1J4FJ2859ML589929	35 385 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL	6 CYL. 4000 C.C. 1397 KGS ESSENCE IDENTIFIE	\$17 835.12 746685 91/05/27 91/08/09	INUITS OUI RC 0000 M	08 ABITI181-TENIS. ET MOUV.-QUEBEC 91-08-09 CONCORDIA AUTO 383 COMM. INUIT KANGISUALUJUAQ
0107 JEEP CHEROKEE 88 PG41411 1JCN87815J234856	25 825 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL	6 CYL. 4000 C.C. 1424 KGS ESSENCE IDENTIFIE	\$19 336.60 603494 88/04/08 88/08/16	INUITS OUI QB 4055 OTIN	08 ABITI181-TENIS. ET MOUV.-QUEBEC 88-08-16 MAISONNEUVE AUTO QUEBEC 375 COMM. INUIT DE QUADIAQ
0108 JEEP CHEROKEE 89 F015382 1J4FJ2816KL626410	24 118 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL	6 CYL. 4000 C.C. 1397 KGS ESSENCE IDENTIFIE	\$22 394.05 663788 89/08/14 89/08/14	INUITS OUI BL CHA4 OTIN	08 ABITI181-TENIS. ET MOUV.-QUEBEC 89-08-14 CONCORDIA AUTO MTL. 379 COMM. INUIT DE TASIUAQ

LISTE DES AFFECTES AUX AUTOCENTRES
N SÉQUENCE DE
PEUPLES/CATEGORIES/B V.R.

SURETE DU QUEBEC
BP04-15

PEUPLE : INUITS CATEGORIE : 1 TOUT-TERRAIN				CITIZENNETE CONFORMITE DIVERGENCE INSPECTE PAR FONCTION				DISTRICT REMARQUE VENDEUR UNITE D'AFFECTATION	
KILOMETRAGE TYPE CARROSSERIE TRACTION COULEUR OPTION				MONTANT/ACHAT NO COMMANDE DATE DE RECEPTION DATE DENT AFFECT. DATE FIN AFFECT.					
B V.R. MARQUE MODELE AN/MODELE IMMAT.(REEL)(FACT.) NO SERIE VEHICULE				NB. CYLINDRES NB. DE C.C. MASSE CARBURANT IDENTIFICATION					
8110 CHEVROLET 94 BLAZER F150814 10MD1130990134931				6 CYL. 4300 C.C. 1791 KGS ESSENCE IDENTIFIE				824 378.00 801760P 94/04/08 94/04/15	
34 840 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC REGULIER				OUI CQ 0000 N				08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 940815 DUPRE CHEVROLET 382 COMM. IMUIT DE KUJJIUAQ	
8111 JEEP CHEROKEE 91 F427989 14P12057ML509930				6 CYL. 4000 C.C. 1397 KGS ESSENCE IDENTIFIE				817 835.12 746485 91/05/27 91/04/15	
34 840 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL				OUI RC 0000 N				08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 91.08.15 CONCORDIA AUTO 366 COMM. IMUIT D'AMULIVIK	
8114 CHEVROLET 93 BLAZER F120453 10MD11304P2197226				6 CYL. 4300 C.C. 1714 KGS ESSENCE IDENTIFIE				817 459.00 795789 93/04/10 93/07/12	
30 941 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC REGULIER				OUI RC 0000 N				08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 910712 DUVAL CHEVROLET 361 COMM. IMUIT DE KUJJIUAQAPIK	
76 800 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL				6 CYL. 4000 C.C. 1397 KGS ESSENCE IDENTIFIE				822 122.64 746450 90/08/01 90/08/21	
8115 JEEP CHEROKEE 90 F637328 14P1204L0L265036				OUI RC 0000 N				08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 90-08-21 CONCORDIA AUTO. 364 COMM. IMUIT D'IMUKJUAQ	
19 724 KMS 4 PORTE(S) 4 ROUES MOTRICES BLANC SPECIAL				6 CYL. 4000 C.C. 1397 KGS ESSENCE IDENTIFIE				817 835.12 740485 91/05/27 91/08/15	
8116 JEEP CHEROKEE 91 F527990 14P12059ML509931				OUI RC 0000 N				08 ABITIBI-TEMIS. ET NOUV.-QUEBEC 91.08.15 CONCORDIA AUTO 376 COMM. IMUIT DE KAMERSUK	

LISTE DES V.R. AFFECTES AUX AUTOCHTONES
EN SEQUENCE DE
PEUPLES/CATEGORIES/D V.R.

SURTE DU QUEBEC
RPO4-15

PEUPLE : INUITS		CITOYENNETE		BISTRICT	
CATEGORIE : 1 TOUT-TERRAIN		CONFORMITE		REMARQUE	
		DATE DE RECEPTION		VENDEUR	
		DATE DEUT AFPEC.		UNITE D'AFFECTATION	
		DATE FIN AFPEC.			

SECTION 2

ENTENTE SUR LES SERVICES POLICIERS

ENTRE

LE CONSEIL DE BANDE DE WOLINAK
représenté par le Chef
(ci-après appelé le "Conseil")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA
représenté par le Solliciteur général du Canada
(ci-après appelé le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUÉBEC
représenté par le Premier ministre,
le ministre de la Sécurité publique et
la ministre déléguée aux Affaires intergouvernementales
canadiennes
(ci-après appelé le "Québec")

PARTIE DE TROISIEME PART

ATTENDU que le Canada, le Québec et le Conseil s'entendent pour maintenir les services policiers dans la communauté de Wôlinak, à l'intérieur d'un cadre légal et administratif qui est compatible avec la juridiction du Canada à l'égard des Indiens et des terres réservées aux Indiens, et qui conserve au Québec sa juridiction et sa responsabilité en matière de maintien de l'ordre et de la sécurité publique sur le territoire québécois, et au Conseil, sa juridiction sur son territoire.

ATTENDU qu'il y a lieu de reconnaître au Conseil la plus large autonomie administrative possible en matière de services policiers.

ATTENDU qu'il y a lieu, à cet effet, de conclure une entente entre le Canada, le Québec et le Conseil.

LES PARTIES CONVIENTENT:

ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule ainsi que les annexes font partie intégrante de l'entente.

ARTICLE 2 - DÉFINITIONS

Dans la présente entente, et à moins que le contexte n'indique un sens différent, les mots et expressions qui suivent désignent:

- 2.01 Service de police: désigne l'ensemble des services policiers dispensés par les policiers autochtones de la communauté de Wôlinak sur le territoire ci-après désigné:

Situé dans la Seigneurie de Bécancour, paroisse de Notre-Dame-de-la-Nativité-de-Bécancour, les lots 488, 489, 574, 580, 581, 587 tels que désignés au Cadastre officiel du Québec.

La description territoriale qui précède ne vaut strictement que pour les fins de la présente entente. Elle est également faite sans préjudice aux positions respectives du Canada, du Québec et du Conseil quant aux limites territoriales de la réserve. De plus, il est entendu qu'advenant un agrandissement de la réserve de Wôlinak, les services policiers décrits aux présentes s'y appliqueront immédiatement, nonobstant la description territoriale ci-dessus.

- 2.02 Policier autochtone: désigne une personne nommée et assermentée constable spécial conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) incluant le constable-chef et le(s) surnuméraire(s) du service de police.

ARTICLE 3 - OBJET

La présente entente a pour objet l'organisation et la prestation des services de police dans la communauté de Wôlinak.

ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

La présente entente n'a pas pour effet de définir, limiter, reconnaître ou créer des droits ancestraux ou des droits issus de traités, ou y porter atteinte. De plus, elle ne doit pas être interprétée comme constituant une entente ou un traité au sens de l'article 35 de la Loi constitutionnelle de 1982.

ARTICLE 5 - MANDAT DU SERVICE DE POLICE

- 5.01 La responsabilité première du service de police est de maintenir l'ordre, la paix et la sécurité publique sur le territoire de Wôlinak, conformément à l'ensemble des règlements et des lois en vigueur.
- 5.02 La Sûreté du Québec et la Gendarmerie Royale du Canada conservent tous les pouvoirs et responsabilités qui leur sont dévolus par leurs lois constitutives respectives sur l'ensemble du territoire québécois.

ARTICLE 6 - COMITÉ DE SÉCURITÉ PUBLIQUE

- 6.01 Les parties reconnaissent l'existence d'un comité de sécurité publique composé d'au moins trois membres parmi lesquels peut siéger un membre élu du Conseil.

- 6.02 Le comité de sécurité publique a pour fonctions de donner les orientations et les priorités communautaires au service de police et de veiller à la qualité de la prestation des services policiers fournis à la communauté de Wôlinak, sur son territoire. Les orientations et les priorités communautaires devront avoir été approuvées par le Conseil.
- 6.03 La Sûreté du Québec, par l'intermédiaire de son agent de liaison, participera sur demande au comité de sécurité publique afin de lui fournir l'information nécessaire à son mandat.

ARTICLE 7 - NIVEAU DE GESTION

- 7.01 D'un commun accord entre les parties, et ce, pour la durée de la présente entente, la gestion des services policiers sera partagée entre les autorités du Conseil et le ministère de la Sécurité publique.
- 7.02 Entre le 1^{er} avril 1997 et le 31 mars 1998, une évaluation sera faite par les parties en vue de déterminer si l'évolution de gestion du service de police entrera dans sa phase finale d'autonomie. Pour ce faire, les objectifs suivants devront avoir été atteints, à la satisfaction des parties:
- a) le Conseil se sera conformé au plan de gestion financière du service de police au niveau de la masse salariale et pourra se conformer à celui maintenu depuis le début de l'entente dans le domaine des dépenses opérationnelles;
 - b) la gestion de la masse salariale sera entièrement assurée par le Conseil;
 - c) le Conseil aura respecté les obligations contenues dans la présente entente;
 - d) les policiers autochtones auront respecté les procédés et les politiques administratives et opérationnelles que le Conseil aura approuvés au cours de la première année de l'entente; ces procédés et politiques tiennent lieu de directives à l'égard de la gestion des activités policières;
 - e) le constable-chef sera évalué par le centre d'appréciation du personnel policier de l'Institut de police du Québec et devra y obtenir une recommandation favorable;
 - f) le Conseil aura respecté le programme de formation prévu pour chacun des policiers autochtones, tel que décrit à l'annexe "A".
- 7.03 L'évaluation portera sur les effectifs en place sans égard à toutes modifications en ce qui concerne le personnel policier.

ARTICLE 8 - PERSONNEL

- 8.01 Le service de police du Conseil est composé de un (1) policier autochtone, qui est aussi constable-chef. Un montant forfaitaire tel que déterminé à l'annexe B est prévu pour l'embauche de un (1) surnuméraire.
- 8.02 La sélection des policiers autochtones et des surnuméraires se fait de la manière suivante:

- a) les autorités du Conseil présentent, sous forme de résolution, au Québec, une liste de candidats sélectionnés conformément à la politique d'embauche du Conseil; dans cette résolution, le Conseil demande au Québec de procéder à l'enquête de caractère de ceux-ci;
- b) l'enquête de caractère est effectuée par la Sûreté du Québec et les résultats sont transmis au Conseil;
- c) si le nombre de candidats retenus, après l'enquête de caractère, dépasse le nombre de policiers autochtones indiqués à 8.01, le Conseil procédera à la sélection finale.

8.03 La nomination et l'assermentation des policiers autochtones de Wôlinak se feront conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) aux conditions suivantes:

- 1) Le Conseil demande, par voie de résolution, au ministère de la Sécurité publique, de recommander la nomination et l'assermentation des personnes mentionnées dans la résolution, à titre de policier autochtone, pour une durée à être déterminée.
- 2) Les policiers autochtones ainsi nommés pourront exercer leurs pouvoirs sur le territoire de Wôlinak. Cependant, ils conservent leur statut de policiers autochtones pour tout le territoire de la province dans les cas suivants:
 - a) lors du transport d'un détenu étant accusé en vertu d'une infraction commise sur le territoire de Wôlinak;
 - b) lors de l'exécution d'un mandat d'arrestation valide et dûment signé par un juge de paix;
 - c) lors d'une poursuite active initiée dans le territoire de Wôlinak;
 - d) lors d'une enquête, hors des limites du territoire de Wôlinak, pour un crime commis sur le territoire de Wôlinak, et ce, à condition:
 - i) que le service de police de la municipalité concernée soit avisé et ait donné son accord sur toute action entreprise par le service de police de Wôlinak;
 - ii) que le Conseil établisse une procédure à ce sujet consignée dans une directive connue des policiers autochtones qui doivent s'y conformer;
 - iii) qu'en cas de difficultés, la procédure prévoit la demande de l'assistance du corps de police de la municipalité en question;
 - iv) que cette enquête soit dûment consignée dans un registre tenu spécialement à cet effet.
- 3) Les policiers autochtones de Wôlinak peuvent porter assistance à la Sûreté du Québec à la condition que l'officier responsable dans le poste à Bécancour en fasse la demande expresse au constable-chef de Wôlinak, et que ce dernier ait donné l'autorisation

à ses policiers autochtones d'intervenir conformément à la politique établie par le Conseil.

Il est entendu que les policiers autochtones conservent leur statut d'agents de la paix lorsqu'ils portent assistance à la Sûreté du Québec aux conditions énoncées dans cet article.

- 8.04 Les policiers autochtones de Wôlinak exerceront leurs fonctions à l'emploi du Conseil.
- 8.05 Sous l'autorité du Conseil, le constable-chef est chargé de diriger le service de police de Wôlinak ainsi que ses employés.

ARTICLE 9 - MATÉRIEL ET ÉQUIPEMENTS

- 9.01 Le matériel et les équipements nécessaires au bon fonctionnement du service de police seront acquis en fonction des budgets disponibles identifiés à l'annexe "B". Ces biens peuvent être obtenus auprès du service des approvisionnements de la Sûreté du Québec selon la procédure d'achat établie.
- 9.02 Si le matériel ou les équipements sont achetés auprès du service des approvisionnements de la Sûreté du Québec, les détails de ces achats seront fournis au Conseil par la Sûreté du Québec.
- 9.03 Le matériel et les équipements achetés appartiennent au Conseil.
- 9.04 Le Conseil s'engage à utiliser le matériel et les équipements achetés avec les sommes versées en vertu de la présente entente, aux seules fins des services policiers.

ARTICLE 10 - FINANCE ET ADMINISTRATION

- 10.01 Le budget du service de police pour chacune des années financières, tel que décrit à l'annexe "B", est de:

1995-1996:	179 783 \$
1996-1997:	104 405 \$
1997-1998:	119 816 \$
- 10.02 Le budget prévu dans la présente entente ne couvre pas les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure. Si cette force majeure devait affecter le budget des services policiers, les parties s'entendent pour en discuter.
- 10.03 Le budget indiqué à l'article 10.01 sera indexé annuellement, à compter du 1^{er} avril 1996, selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'établi par Statistiques Canada.
- 10.04 Le Canada et le Québec partageront les coûts du budget indiqué à 10.01 selon les modalités suivantes:
 - 1) Cinquante-deux pour cent (52%) payé par le Canada et quarante-huit pour cent (48%) payé par le Québec;

- 2) le Canada versera sa contribution directement au Québec qui assumera la totalité de la gestion des argents versés;
- 3) les montants payés par le Canada et prévus à l'annexe B se feront en quatre versements en conformité avec la Politique fédérale de la gestion de la Trésorerie;
- 4) le Québec effectuera trois versements au Conseil selon les besoins indiqués par ce dernier;
- 5) pour les fins de la présente entente, les paiements de fonds faits par le Canada pour les services policiers sont sujets à l'approbation des crédits nécessaires par le Parlement;
- 6) pour les fins de la présente entente, les paiements de fonds faits par le Québec pour les services policiers sont sujets à l'approbation du Conseil du trésor;
- 7) les fonds versés en vertu de la présente entente doivent servir uniquement aux fins des services policiers.

10.05 Le Conseil doit:

- 1) fournir au Québec un rapport mensuel et cumulatif des dépenses;
- 2) présenter au Québec un rapport d'évolution du budget (analyse et écarts);
- 3) permettre au Québec l'accès aux registres comptables, pièces justificatives, écrits approuvant les dépenses et tout autre acte ou document relié au maintien du service de police;
- 4) fournir sur demande du Québec une copie certifiée conforme par les autorités du conseil de toute pièce justificative d'une dépense;
- 5) transmettre au Québec, dans les quatre (4) mois qui suivent la fin de l'année financière, un rapport financier vérifié par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses;
- 6) transmettre au Québec un état détaillé de l'utilisation des sommes allouées dans le budget établi à l'annexe B, au plus tard le 30 septembre de chaque année.

10.06 Tous les rapports transmis au Québec conformément à l'article 10.05 seront transmis par le Québec au Canada dans les trente (30) jours de leur réception.

10.07 Advenant le cas où les coûts réels d'opération du service de police sont inférieurs au total des contributions versées par le Québec et le Canada, l'excédent de ces sommes sera conservé et devra être utilisé uniquement aux fins des services policiers de Wôlinak.

10.08 Le Québec s'engage à fournir au Canada un relevé annuel permettant d'assurer un suivi des dépenses reliées aux frais de formation.

10.09 Le Conseil s'engage à souscrire à une assurance générale feu-vol, incluant une assurance responsabilité en-

ployeur-employé, pour une somme minimum de 5 millions de dollars par événement, à l'égard des préjudices pouvant être causés aux tiers par les policiers autochtones du service de police.

- 10.10 Le Conseil fournit, à la demande du Canada ou du Québec, une preuve d'assurance sous une forme jugée acceptable par ces derniers.
- 10.11 Le Conseil s'engage à assumer toute la responsabilité et indemniser le Canada et le Québec ainsi que leurs employés et mandataires respectifs en cas de réclamations, pertes, dommages, coûts, dépenses, actions et poursuites, actuels ou futurs, contre le Canada ou le Québec, ainsi que leurs employés ou mandataires respectifs en raison d'une blessure ou du décès d'une personne, d'une perte ou de dommages matériels causés par un acte, une omission ou un retard volontaires ou une négligence de la part du Conseil, de ses employés ou de ses mandataires, dans l'exécution de la présente entente. Cette obligation survit à l'expiration de la présente entente.
- 10.12 Le Canada et le Québec ne peuvent être tenus responsables d'aucune lésion corporelle ni d'aucun dommage matériel, de quelque nature que ce soit, qui peut être causé au Conseil, à ses employés, ses mandataires ou à des tiers, dans l'exécution de la présente entente, à moins qu'ils n'aient été causés par la négligence ou un acte d'un employé ou mandataire du Canada ou du Québec agissant dans le cadre de son emploi ou de son mandat respectivement.

ARTICLE 11 - AUTRES DISPOSITIONS

- 11.01 Le Québec s'engage, par l'entremise de la Sûreté du Québec, à:
- 1) fournir l'expertise et le support technique requis pour l'administration des budgets alloués;
 - 2) fournir l'expertise nécessaire à la préparation, l'élaboration, la présentation et l'application des plans comptables;
 - 3) mettre à la disposition du Conseil les politiques et guides d'activités policières et de gestion;
 - 4) fournir le support opérationnel requis au bon fonctionnement du service de police:
 - a) par la visite régulière d'un agent de liaison dont les fonctions sont décrites à l'annexe "C";
 - b) par la formation opérationnelle sur place ou à un autre endroit;
 - c) par l'assistance de diverses unités de support opérationnel telles le bureau d'enquête sur les crimes majeurs, les spécialistes en drogue, alcool et moralité, les techniciens en identité judiciaire et d'autres spécialistes notamment dans le domaine des mesures d'urgence, de la sécurité routière, des relations communautaires et de la prévention du crime;
 - d) par l'assistance de diverses unités de support administratif telles que la gestion des immeubles, les télécommunications, l'administration

financière, le quartier-maître et les transports;

- e) par l'assistance au constable-chef dans la planification, l'organisation et le contrôle des opérations policières de son service de police;
- f) par l'assistance au constable-chef dans la préparation et l'application des programmes de prévention;
- g) par des sessions de planification stratégique et tactique entre le service de police et la Sûreté du Québec;
- h) par l'assistance au Conseil de l'évaluation du personnel du service de police;
- i) par toute autre tâche convenue entre le Conseil et la Sûreté du Québec.

11.02 Les sommes prévues à l'annexe B pour les fonctions de l'agent de liaison et le soutien administratif seront utilisées pour les services identifiés à l'article 11.01.

ARTICLE 12 - RÉSILIATION DE L'ENTENTE

- 12.01 Si un manquement, mécontentement ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de la présente entente, les parties conviennent de former un comité en vue de solutionner celui-ci. Ce comité doit être formé d'un représentant de chacune des parties.
- 12.02 Si le comité n'arrive pas à régler le litige dans les trente (30) jours de sa dénonciation écrite et dûment signifiée aux parties, un préavis de quatre-vingt-dix (90) jours pourra être transmis par l'une des parties informant les autres parties de la résiliation de l'entente.
- 12.03 Advenant la résiliation de l'entente, les sommes non utilisées par le Québec et versées par le Canada doivent être retournées au Canada.

ARTICLE 13 - PÉRIODE DE L'ENTENTE

- 13.01 La présente entente entre en vigueur lorsqu'elle est signée par toutes les parties.
- 13.02 La présente entente prend effet rétroactivement à compter du 1^{er} avril 1995 et se termine le 31 mars 1998.
- 13.03 Il n'y a pas de tacite reconduction de cette entente.
- 13.04 Six (6) mois avant l'échéance de la présente entente, les parties s'engagent à amorcer les négociations en vue de la signature d'une nouvelle entente tripartite.

EN FOI DE QUOI LES PARTIES DUMENT AUTORISÉES A CET EFFET ONT
SIGNÉ:

FAIT A QUÉBEC, le 28 juillet 1975.

Raymond Gendron

POUR LE CONSEIL, représenté par
le Chef
par résolution adoptée
par le Conseil

John D. G. Gendron

POUR LE CANADA, représenté par
le SOLICITEUR GÉNÉRAL DU
CANADA

J. P. Gendron

POUR LE QUÉBEC, représenté par
le PREMIER MINISTRE

et par

J. P. Gendron

LE MINISTRE DE LA SÉCURITÉ
PUBLIQUE

et par:

Rhys Beaton

LA MINISTRE DÉLÉGUÉE AUX
AFFAIRES INTERGOUVERNEMENTALES
CANADIENNES

ANNEXE "A"

PROGRAMME DE FORMATION DES POLICIERS
AUTOCHTONES DE WOLINAK

OPTION A

A.1 L'option A.1 permet à un constable déjà en place au sein du service de police de la communauté de suivre une formation adaptée, après une évaluation de l'Institut de Police du Québec, et ce, de la façon suivante:

5 semaines à l'Institut de Police du Québec pour les cours suivants:

- Activités du patrouilleur

Quatre (4) jours de formation portant sur:

Communication radio et C.R.P.Q.
Interception d'un véhicule
Interpellation et enquête d'individu
Interception et enquête d'un véhicule
Fouille de véhicule
Prise de plainte
Vol de véhicule
Fouille et mise des menottes
Transport et transfèrement de prévenus
Détenition et incarcération d'un individu
Capacités affaiblies
Utilisation judicieuse de l'arme de service

- Conduite préventive en situation d'urgence

Deux (2) jours (identique au cours de base)

- Techniques de patrouille

Quatre (4) jours de formation portant sur:

Interception d'un véhicule
Véhicule suspect
Prise de plainte
Capacités affaiblies
Interventions policières lors d'événements à haut risque

- Enquête d'accident

Cinq (5) jours (identique au cours de base)

- Mise à jour des connaissances

Dix (10) jours (cette formation est présentement dispensée en formation spécialisée)

Afin de permettre au candidat de compléter sa formation en Intervention policière en situation de crise et en Techniques d'intervention physique.

- Obtenir une attestation de la réussite d'un cours R.C.R., réanimation cardio-respiratoire.

- De plus, le candidat devra se soumettre à une évaluation au tir de combat. Advenant un échec lors de cette évaluation, le candidat devra alors suivre une formation supplémentaire afin d'atteindre la performance requise dans cette discipline.

Total de la formation: 25 jours (minimum)

Note: Si l'examen est réussi par les candidats suite à cette formation, ils seront éligibles à obtenir un diplôme reconnu de l'Institut de Police du Québec qui sera équivalent à celui décerné à tout autre policier au Québec.

A.2 L'option A.2 permet à un candidat autochtone d'exercer la fonction policière à titre de constable spécial autochtone et, pour ce faire, il doit suivre 10 semaines de formation qui se répartissent comme suit:

- 2 semaines dans la communauté

Les cours de l'étape 1 s'échelonnent sur 2 semaines. Idéalement, ils sont dispensés par les agents de liaison de la Sûreté du Québec ou encore par des policiers autochtones expérimentés au sein des communautés. Les 5 cours suivants sont diffusés:

- Discretion du policier
- Devoirs judiciaires
- Traitement des détenus
- Jeunes contrevenants
- Rédaction de rapport

- 5 semaines à l'Institut de Police du Québec

L'étape 2 se déroule sur 5 semaines. Les cours sont dispensés à l'Institut de Police du Québec et abordent les matières suivantes:

- Intégration (2 périodes)
- Révision (8 périodes)
- Techniques d'intervention physique (16 périodes)
- Premiers soins (8 périodes)
- Procédures judiciaires (1 période)
- Principes d'enquête (6 périodes)
- Drogues (8 périodes)
- Dactyloscopie (4 périodes)
- Offenses criminelles (15 périodes)
- Statuts provinciaux (1 période)
- Règlements municipaux (1 période)
- Règles de la preuve (4 périodes)
- Témoignage devant les tribunaux (8 périodes)
- Enquête accident (8 périodes)
- Prévention (1 période)
- Examens (8 périodes)

- 3 semaines dans la communauté

L'étape 3 est dispensée dans une communauté autochtone. Elle s'étale sur 3 semaines et comprend les cours suivants:

- Accueil (1 période)
- Techniques de patrouille (20 périodes)
- Intervention de groupe (8 périodes)
- Préparation de la cérémonie de graduation (10 périodes)
- Rétroaction (1 période)
- Maniement d'armes

1 période de cours équivaut à une heure et demie.

Dans l'option A.1 ou A.2, le policier-chef doit avoir réussi un cours de 120 heures en gestion policière.

OPTION B

Pour les candidats réguliers, ils devront avoir complété 16 semaines de formation de niveau cégep qui touchent l'attestation d'études collégiales en matière policière et avoir complété le stage de 13 semaines à l'Institut de Police du Québec dont les cours sont les suivants:

- Règles de la preuve	Manoeuvres policières
- Discretion policière	Devoirs judiciaires
- Statuts provinciaux	Offenses criminelles
- Organisation et fonction policière	Manipulation sécuritaire des armes à feu.
- Éducation physique	Techniques particulières
- Lois applicables aux mineurs	Garde et contrôle des prisonniers
- Rédaction de rapport	Règlements municipaux
- Administration	Drogues
- Enquêtes criminelles	Chicanes familiales
- Premiers soins	Techniques de patrouille
- Tribunal	Communication
- Intervention policière en situation de crise	Rencontre avec la Sûreté du Québec
- Prévention du crime	Fouille de personne
- Rapport d'accident	Télémandats
- Témoignage devant les tribunaux	Préparation à la remise des diplômes

Cette formation peut permettre à l'individu qui l'aurait suivie avec succès d'accéder à un diplôme reconnu de l'Institut de Police du Québec qui sera équivalent à celui décerné à tout autre policier au Québec.

Pour le policier-chef, un cours de 120 heures de gestion policière.

Pour les candidats surnuméraires, ils devront avoir complété un profil de 40 heures à l'Institut de Police du Québec dont les cours sont les suivants:

- Accueil
- Techniques d'intervention physique
- Pouvoirs d'arrestation
- Règles de la preuve
- Premiers soins
- Techniques de patrouille
- Rétroaction

ANNEXE "B"
BUDGET DU SERVICE DE POLICE (Wolinet)

	1995-1996	1996-1997	1997-1998
FRAIS DIRECTS			
Salaire et bénéfices marginaux			
Salaire *	40 587	40 587	40 587
Prime du constable-chef	1 600	1 600	1 600
Primes, surnuméraires, temps supplémentaire	9 000	9 000	9 000
Secrétaire	5 000	5 000	5 000
Assurance-chômage	2 415	2 415	2 415
C.S.S.T.	674	674	674
SOUS-TOTAL DES SALAIRES	59 276	59 276	59 276
Autres dépenses opérationnelles			
TRANSPORT, COMMUNICATIONS	1 000	1 000	1 000
SERVICES PROFESSIONNELS			
Assurance-auto	1 000	1 000	1 000
Vérification et audition	650	650	650
Assurance responsabilité publique	600	600	600
Immatriculation	150	150	150
Gardiennage	200	200	200
Frais bancaires	100	100	100
ENTRETIEN ET RÉPARATIONS	2 000	2 000	2 000
LOCATION			
Loyer	25 000	3 500	3 500
Télécommunications	10 000	0	0
EQUIPEMENTS ET APPROVISIONNEMENT			
Pneus et pièces	1 000	1 000	1 000
Habillage	4 000	2 000	2 000
Essence et huile	6 000	6 000	6 000
Matériel de bureau	6 000	1 000	1 000
TOTAL DES DÉPENSES OPÉRATIONNELLES	57 700	19 200	19 200
Capital			
Véhicules	22 700	0	22 700
Véhicule tout terrain (1)	5 000	0	0
Motoneige	0	0	0
TOTAL DU CAPITAL	27 700	0	22 700
TOTAL DES FRAIS DIRECTS	144 676	78 476	101 176
FRAIS INDIRECTS			
Formation	5 000	5 000	2 000
Salaire et béné. marginaux agent liaison	22 150	16 613	11 075
Frais de soutien administratif (5.5% des frais directs)	7 957	4 316	5 565
TOTAL DES FRAIS INDIRECTS	35 107	25 929	18 640
TOTAL DU BUDGET	179 783	104 405	119 816
CANADA (52%):	93 487	54 291	62 304
QUÉBEC (48%):	86 296	50 114	57 512

* Le montant salarial inclut les bénéfices marginaux.

ANNEXE "C"

DESCRIPTION D'EMPLOI AGENT DE LIAISON

Description des tâches:

1. Assister le constable-chef dans la gestion du service de police autochtone.
2. Assister et conseiller le service de police autochtone, tant dans son travail opérationnel qu'administratif, en effectuant un suivi des travaux, en prodiguant des conseils et des suggestions, en agissant à titre de personne ressource auprès du ou des policiers autochtones en ce qui a trait à leur formation policière (ex.: rapports, enquêtes, etc.), afin de leur transmettre l'expertise acquise par la Sûreté du Québec.
3. Vérifier les dossiers opérationnels et administratifs avec l'aide du policier autochtone ou du constable-chef et l'assister dans l'épuration des dossiers, afin de vérifier si les politiques et les procédés administratifs sont bien suivis.
4. Assister le policier autochtone ou le constable-chef dans la planification, l'organisation et le contrôle de la quantité et de la qualité du travail, l'évaluation du personnel, la planification des vacances annuelles, la préparation des horaires de travail, en se référant à son expérience ainsi qu'aux connaissances acquises, afin d'obtenir le meilleur rendement possible.
5. Procéder à l'échantillonnage des rapports soumis par le ou les policiers autochtones avant de les soumettre soit à l'agent de liaison, à la cour ou au Substitut du procureur général, en s'assurant que tous les éléments sont inscrits aux rapports, afin de disposer de rapports complets, de qualité en répondant aux normes édictées, ainsi que d'informer le constable-chef des correctifs à apporter.
6. Exécuter les enquêtes de caractère lors du processus d'embauche en cueillant des renseignements sur les antécédents des candidats et de leur entourage, afin de s'assurer de la probité des personnes sélectionnées.
7. Signaler au comité de sécurité publique les écarts de comportement du ou des policiers autochtones.
8. Agir à titre de personne ressource, si requis, pour l'évaluation du constable-chef.
9. Assister le constable-chef dans la préparation des statistiques mensuelles du service de police autochtone.
10. Informer la Division des communautés autochtones de la Sûreté du Québec de l'avancement de l'implantation du service de police autochtone en préparant et soumettant un état de situation, afin d'assurer un suivi et suggérer les correctifs nécessaires.
11. Assister le constable-chef dans la préparation du rapport annuel sur les activités du service de police, en identifiant la nature des informations à colliger, en effectuant diverses recherches et en retenant les informations pertinentes, afin de produire le rapport annuel à l'intérieur des délais prévus.
12. Effectuer toute autre tâche connexe que peut lui confier son supérieur.

SECTION 3

**AGREEMENT RESPECTING
POLICE SERVICES IN THE KAHNAWAKE TERRITORY**

BETWEEN

THE QUÉBEC GOVERNMENT, represented by the Prime Minister, the Minister for Canadian Intergovernmental Affairs and the Minister of Public Security,
(hereinafter referred to as «Québec»)

AND/

THE MOHAWKS OF KAHNAWAKE, acting through their governing body, the Mohawk Council of Kahnawake, represented by the Grand Chief of the Council and the chief responsible for justice,
(hereinafter referred to as «the Mohawks of Kahnawake»)

AND/

THE GOVERNMENT OF CANADA, represented by the Solicitor General,
(hereinafter referred to as «Canada»).

WHEREAS the parties to this Agreement wish to work jointly to ensure the maintenance in the Kahnawake territory of effective, efficient, professional and culturally sensitive police services, in accordance with the needs and expectations of the people concerned;

WHEREAS the parties recognize that, by working together, they enjoy the full authority and latitude necessary to enact this Agreement without compromising ongoing changes in constitutional arrangements, the existing division of constitutional jurisdiction between Canada and a Province, or the claims they may wish to continue to make when other discussions or negotiations pertaining to the division of constitutional jurisdiction take place;

WHEREAS the parties understand that the Mohawks of Kahnawake are possessed of a unique culture which contains its language, traditions, customs and laws;

WHEREAS by ratifying this agreement, the parties make clear their intention to take counsel together concerning the exercise of their respective authority as regards the delivery of policing services within the Kahnawake territory.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

OBJECT AND INTERPRETATION

1. This Agreement is intended to establish, for the time being, a framework for effective cooperation between the parties with regard to the maintenance of a police force with a view to ensuring order, peace and public security within the Kahnawake territory and to establish functional relations between the parties in this respect. To this end, the Agreement contains provisions concerning hiring standards, the swearing-in of police officers, police ethics, the handling of complaints from the public, the independence of the police force, a procedure for ensuring accountability, the collaboration between police forces, and the resolution of problems pertaining to the administration of the Agreement. It also establishes the contribution of Canada and Québec to financing the Kahnawake police force.

2. For the purpose of this Agreement, the Kahnawake territory is deemed to consist of the territory over which the Mohawk Council of Kahnawake has jurisdiction and which is known as the Kahnawake Indian Reserve.

As concerns the territory of Doncaster, the Mohawks of Kahnawake undertake to conclude an agreement with any other Native community also having jurisdiction over this territory with a view to ensuring the application of the present Agreement in this territory.

3. The preamble is an integral part of this Agreement.

SCHEDULES

4. The following schedules are hereby incorporated into and constitute part of this Agreement :

- (a) Schedule I: Swearing - in;
- (b) Schedule II: Provisions of the Code of Ethics of Québec police officers;
- (c) Schedule III: Budget for the Kahnawake police force, September 1, 1995 to March 31, 1996;
- (d) Schedule IV: An Amendment to the Alternative Funding Arrangement Transfer Payment Agreement (No: 112 -1993 / 98 - 00070).

POLICE FORCE

5. The Mohawks of Kahnawake undertake to maintain a police force duly constituted under the authority of the Mohawk Council of Kahnawake and responsible for maintaining peace, order and public security within the Kahnawake territory, for preventing crime and offences pursuant to the laws applicable within the Kahnawake territory and to seeking out offenders.

The parties recognize that this police force is of a distinctive nature and therefore, the provisions of this agreement shall not be interpreted as meaning that the Kahnawake police force is either a provincial or municipal police force.

6. It is agreed that the members of the Kahnawake police force will exercise their powers as employees of the Mohawk Council of Kahnawake under the direction of a chief of police appointed by the Council.

INDEPENDENCE OF THE POLICE FORCE AND ACCOUNTABILITY

7. It is agreed that, in order to ensure the independence of the police force, the Mohawk Council of Kahnawake will set up a special body accountable to the Council for the activities of the police force and responsible for establishing its goals, objectives, priorities and management policies and for overseeing their administration.

8. The Mohawks of Kahnawake undertake to ensure that the chief of police exercises authority that is independent of the Council, its members or staff in respect of the performance of the chief of police's duties.

9. It is agreed that the Council, its members, staff and any agency that the Council establishes must refrain from issuing directions to the chief of police and members of the Kahnawake police force with regard to specific operating decisions or the day-to-day operations of the police force.

HIRING STANDARDS

10. It is understood that, to become a member of the Kahnawake police force, an applicant must:

- (a) be at least 18 years of age;
- (b) possess the attributes, benefits and rights of a Canadian citizen;
- (c) be of good character;
- (d) possess a Québec driver's licence of at least the same class as that required of police officers;
- (e) possess a high school diploma or the equivalent;
- (f) never have been found guilty nor have admitted to guilt following an information for an offence under the Criminal Code (R.S.C., 1985, c. C-46) prosecuted by way of indictment, except when the applicant has been pardoned;
- (g) provide a set of fingerprints, which must be submitted by the Kahnawake chief of police to the Commissioner of the Royal Canadian Mounted Police for verification and archiving;
- (h) submit to the medical examination prescribed for police officers in Québec, or the equivalent, and be declared in good health;
- (i) have successfully completed a police basic training course at a Canadian establishment chosen by the parties to this agreement or at the Institut de police du Québec.
- (j) speak, read and write English or French and have a working knowledge of the other language, or be willing to acquire such a working knowledge, Mohawk language ability being an asset.

SWEARING-IN

11. It is agreed that members of the Kahnawake police force will be sworn in before they assume their duties, as stipulated in Schedule I.

CODE OF PROFESSIONAL CONDUCT

12. It is agreed that provisions in Schedule II will govern the professional conduct of the members of the Kahnawake police force.

Any failure or omission concerning a duty or a standard of conduct referred to in Schedule II constitutes a derogatory act and may result in the imposition of a penalty upon a complaint lodged by any person pursuant to articles 13 to 17.

HANDLING OF COMPLAINTS FROM THE PUBLIC

13. Québec and the Mohawks of Kahnawake share the objective of providing, for the benefit of the entire population served by the Kahnawake police force, impartial, effective surveillance of the application of the code of professional conduct. In this regard, Québec has amended the Act respecting police organization (R.S.Q., c. 0-8.1) to require the presence of members of a native community on the police ethics committee.

14. It is agreed that any person may lodge a complaint against a member of the Kahnawake police force in respect of a derogatory act committed by the officer in the course of performing his duties.

15. It is agreed that an administrative unit will be established in the Kahnawake police force responsible for conducting required investigations pursuant to complaints from the public concerning the conduct of police officers.

16. It is agreed that a complaint concerning a breach by a member of the Kahnawake police force of the code of professional conduct is submitted to the police ethics commissioner and that the latter may, if there is reason to initiate an investigation, entrust such an investigation to the administrative unit contemplated in article 15.

17. It is agreed that any request to review a decision of the police ethics commissioner to refuse to hear or to dismiss a complaint respecting such conduct will be heard by a member belonging to a Native nation or community with which Québec has concluded an agreement governing police services.

It is also agreed that any citation before the Comité de déontologie policière concerning the conduct of a member of the Kahnawake police force will be heard by three members of the aforesaid committee, two of them belonging to a Native nation or community with which Québec has concluded an agreement governing police services.

LIAISON COMMITTEE

18. The Kahnawake Police Liaison Committee (the «Liaison Committee») is hereby established as the advisory body responsible to oversee the administration of this Agreement.

19. The Liaison committee shall consist of, but not be restricted to, four (4) members with representation as follows :

- (a) two (2) members named by the Mohawks of Kahnawake;
- (b) one (1) member named by Québec;
- (c) one (1) member named by Canada.

20. The liaison Committee shall meet as required, but at least once every two (2) months during the first term of this Agreement.

21. The principal responsibilities of the Liaison Committee shall include :

- (a) maintaining a forum for liaison and the promotion of cooperation among Québec, the Mohawks of Kahnawake and Canada;
- (b) evaluating the training needs of police officers working within the Kahnawake territory and making recommendations regarding: the choice of police training institutions; the development and implementation of an annual training plan; other programs such as secondments, exchanges and specialized training;
- (c) overseeing the development and implementation of the provisions of article 22 of this Agreement regarding mutual assistance and operational cooperation among the Kahnawake police force, the Sûreté du Québec and the Royal Canadian Mounted Police and the implementation of any other agreement that has been or may be developed between the Kahnawake police force and any other police service;
- (d) receiving annual activity reports and submitting them to the parties to this Agreement;
- (e) reviewing annual and special budgetary requests and submitting them to the parties to this Agreement;
- (f) making the appropriate recommendations to the parties to this Agreement concerning the implementation of this Agreement.

COOPERATION AMONG POLICE FORCES

22. It is understood that this Agreement is not intended to modify the mandates attributed by law to the Sûreté du Québec, the RCMP and the Kahnawake police force.

The parties agree that the RCMP, the Sûreté du Québec and the Kahnawake police force must take the necessary steps to ensure mutual assistance and cooperation with respect to the effective monitoring of compliance with legislation.

FINANCING

23. Québec and Canada agree to contribute to the financing of the Kahnawake police force. Their maximum financial contribution to the budget of the Kahnawake police force for the first term of this Agreement is stipulated in Schedule III of this Agreement.

24. The financial contribution stipulated in article 23 does not cover additional expenses that might be engendered by unforeseeable, unusual events that are deemed to be acts of Providence. Should such events occur and lead to additional expenses, the parties undertake to cause the Liaison Committee to examine the matter.

25. Québec and Canada will share as indicated below the financial contribution stipulated in article 23:

Québec: <u>48 %</u>	=	714 960 \$
Canada: <u>52 %</u>	=	774 540 \$
Total	=	1 489 500 \$

26. Moreover, the parties agree to the following provisions respecting the aforementioned financial contribution:

- (a) Canada will pay its share of the financial contribution referred to in article 23 to the Mohawk Council of Kahnawake through the Alternative Funding Arrangement - Transfer Payment Agreement (No: 112 - 1993/98-00070) concluded between Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and the Mohawk Council of Kahnawake on June 14, 1993 as amended from time to time, in quarterly payments commencing September 1, 1995;
- (b) Québec will pay its share of the financial contribution referred to in article 23 to the Mohawk Council of Kahnawake in three periodic payments spread over the fiscal year 1995-1996;
- (c) for the purpose of this Agreement, the annual financial contribution of Canada referred to in article 23 is subject to approval by Parliament of the necessary appropriations to the terms and conditions contained in this Agreement and to the terms and conditions of the Alternative Funding Arrangement referred to in article 26 (a);
- (d) for the purpose of this agreement, the annual financial contribution of Québec referred to in article 23 is subject to approval by the National Assembly of the necessary appropriations and subject to such conditions contained in Schedule III.

27. Should this Agreement be extended beyond March 31, 1996, the following paragraph shall apply.

In the event that the annual financial contribution of Québec should exceed 48% of the actual total operating cost of the Kahnawake police force in a given fiscal year,

the Mohawks of Kahnawake undertake to transfer such surplus to the subsequent fiscal year and to use this surplus for police related purposes. Such transfer of surplus from one fiscal year to the next shall not affect the annual financial contribution of Québec as determined by agreement between Québec and the Mohawks of Kahnawake.

INSURANCE

28. The Mohawks of Kahnawake undertake to have the Mohawk Council of Kahnawake take out general fire and theft insurance as well as employer-employee liability insurance in an amount of not less than 2 000 000 \$ per incident and 5 000 000 \$ maximum for all incidents, against bodily injury or material damage of any kind that may be caused to third parties by the Kahnawake police force, the special body accountable to Council established pursuant to article 7 of this Agreement or their respective members, employees, officers or agents in the performance of this Agreement. Canada and Québec shall be named as co-insured parties in the insurance policies. The Mohawks of Kahnawake shall provide to Canada and Québec proof of such insurance as soon as possible after the signing of this Agreement.

29. Neither Canada nor Québec shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Council, the Kahnawake police force and the special body accountable to Council established pursuant to article 7 of this Agreement and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employer or agent of Canada or Québec in the performance of his or her duties.

IMPLEMENTATION OF THE AGREEMENT

30. Québec and Canada undertake to adopt as quickly as possible the measures necessary to ensure the implementation of this Agreement.

31. The Mohawks of Kahnawake undertake to have the Mohawk Council of Kahnawake adopt as quickly as possible the measures necessary to ensure the implementation of this Agreement.

LEGAL AND CONSTITUTIONAL GUARANTEES

32. This Agreement has been concluded between Canada, Québec and the Mohawks of Kahnawake in the spirit of cooperation and harmonization of police services and is without prejudice to current or future negotiations concerning Canada/Québec/Kahnawake relations or any other agreement likely to result from such negotiations.

33. This Agreement is concluded without detriment to the rights of the parties in respect of the Constitution of Canada.

The parties hereby acknowledge that this Agreement concerns only police services in Kahnawake and that it must not be interpreted as creating, recognizing or negating the aboriginal rights, treaty rights or other rights to which the Mohawks of Kahnawake claim or might claim.

The parties also agree that this Agreement must not be interpreted as an agreement or treaty as contemplated in section 35 of the Constitution Act, 1982 and that

it has no effect whatsoever on the positions that the parties to this Agreement may adopt at any time.

TERM OF THIS AGREEMENT

34. This Agreement shall be in effect from the date on which it is executed to March 31, 1996, subject to the termination provisions contained in this Agreement.

35. This Agreement will apply to the territory of Doncaster upon the signing of, subject to the terms and conditions of, the agreement referred to in article 2 of this Agreement.

36. This Agreement may be renewed or extended according to conditions agreed upon in writing by the parties.

AMENDMENTS

37. The parties may, with the written agreement of all three parties, amend this Agreement or conclude subsidiary agreements on provisions respecting police services that are not stipulated in this Agreement.

The procedure stipulated in articles 30 and 31 of this Agreement will apply, as the case may be, to give effect to such amendments or subsidiary agreements.

IMPEDIMENTS

38. The parties agree to submit to the Liaison Committee any omission, disagreement or situation that they deem prevents the application of any or all of the provisions in this Agreement with a view to resolving the problem.

Should the problem persist 30 days after the date on which it was brought to the attention of the Liaison Committee, the party that submitted the problem may send to the other parties written notice of the termination of this Agreement.

TERMINATION

39. The Agreement may be terminated at the end of 90 days from the date of submission of a notice of termination by any party to this Agreement, unless the parties agree otherwise prior to the expiry of this deadline.

40. In the event the Agreement is terminated, the Liaison Committee will recommend to the parties the transitional or final measures to be adopted.

41. Upon termination of this Agreement by any party, the Mohawk Council of Kahnawake will:

- (a) ensure that all outstanding accounts have been satisfied for goods provided or services rendered to the Kahnawake police force up to and including the day of termination; and
- (b) refund all unexpended funds to Canada and Québec within 90 days of the termination of this Agreement.

COMMUNICATIONS

42. Any notice or communication that may or must be given between the parties in conjunction with the administration of this Agreement must be sent in writing to:

- (a) in the case of the Mohawks of Kahnawake: to the Mohawk Council of Kahnawake;

- (b) in the case of Québec: to the Ministry of Public Security;
- (c) in the case of Canada: to the Department of the Solicitor General.

GENERAL PROVISIONS

43. Canada and the Mohawks of Kahnawake agree that, except to the extent that this Agreement provides otherwise, all the provisions of the Alternative Funding Arrangement - Transfer Payment Agreement (N°: 112 - 1993/98-00070) referred to in article 26 (a) apply to this Agreement.


44. All references in this Agreement to «Canada», «Québec», «the Mohawk Council of Kahnawake» (or the «Council») or «the Mohawks of Kahnawake» shall be interpreted so as to include, where appropriate, their duly authorized representative(s).

45. Nothing in this Agreement is to be read or construed as conferring upon the Council, the Kahnawake police force or the special body accountable to Council established pursuant to article 7 and their respective officers, employees, agents or contractors the status of officer, employee, servant or agent of or partner or joint venturer with Canada or Québec.

46. No holder or former holder of a public office in the Government of Canada will obtain any direct or indirect benefit from this Agreement or, if he or she does, he or she will satisfy the requirements of the Conflict of Interest Code governing employees who are in or who have left the public service.

47. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties have signed this 11th day of September,
1995.



ON BEHALF OF THE QUÉBEC GOVERNMENT,
LE PREMIER MINISTRE

AND BY:



LE MINISTRE DE LA SÉCURITÉ PUBLIQUE

AND BY:



LA MINISTRE DÉLÉGUÉE AUX AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES

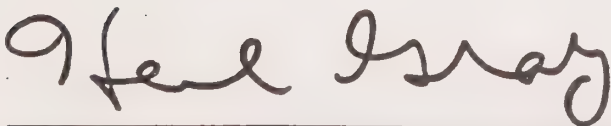


ON BEHALF OF THE MOHAWKS OF KAHNAWAKE,
THE GRAND CHIEF

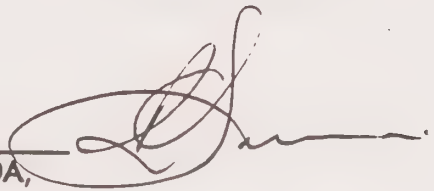
AND BY:



THE CHIEF RESPONSIBLE FOR JUSTICE



ON BEHALF OF THE GOVERNMENT OF CANADA,
THE SOLICITOR GENERAL OF CANADA



SCHEDULE I

SWEARING-IN

- (1) The chief of police takes the oaths or makes the solemn declarations reproduced below before the community, in a public ceremony, and the other members of the police force before the chief of police:

- Oath of allegiance and office

I, A.B, (swear or solemnly declare, as the case may be) that I will be loyal and bear true allegiance to constituted authority and that I will discharge the duties assigned to me as a member of the Kahnawake police force with honesty and justice, that I will not accept any money or consideration whatsoever for what I have done or may do in discharging the duties assigned to me, to procure the purchase or exchange of anything whatsoever by or with the Mohawk Council of Kahnawake, aside from my wages or what may be allowed me by the Council.

- Oath of secrecy

I, A.B, (swear or solemnly declare, as the case may be) moreover that I will not reveal and divulge, without being expressly authorized to do so, any information to which I am privy in the course of discharging my duties.

- (2) It is understood that the foregoing oaths or solemn declarations have the same force and effect as if they were oaths taken or solemn declarations made pursuant to section 4 of the Police Act (R.S.Q, c. P-13).

SCHEDULE II

PROVISIONS OF THE
CODE OF ETHICS OF QUÉBEC
POLICE OFFICERS

DIVISION II -

Duties and standards of conduct of a police officer

5. A police officer must act in such a manner as to preserve the confidence and consideration that his duties require.

A police officer must not:

- (1) use obscene, blasphemous or abusive language;
 - (2) fail or refuse to produce official identification when any person asks him to do so;
 - (3) fail to carry prescribed identification in his direct relations with the public;
 - (4) commit acts or use injurious language based on race, colour, sex, sexual orientation, religion, political convictions, language, age, social condition, civil status, pregnancy, ethnic or national origin, a handicap or a means to compensate for a handicap;
 - (5) be disrespectful or impolite towards any person.
6. A police officer must avoid any form of abuse of authority in his relations with the public.

A police officer must not:

- (1) use greater force than is necessary to accomplish what is required or permitted;
- (2) make threats, intimidate or harass;
- (3) knowingly bring a charge against any person without grounds;
- (4) abuse his authority in order to obtain a statement;
- (5) detain any person who is not under arrest, in order to interrogate him.

7. A police officer must respect the authority of the law and of the courts and must collaborate in the administration of justice.

A police officer must not:

- (1) prevent or contribute to preventing justice from taking its course;
- (2) conceal or fail to pass on evidence or information in order to benefit or harm any person.

8. A police officer must perform his duties with integrity.

A police officer must not:

- (1) maliciously damage or destroy property belonging to any person;
- (2) illegally dispose of property belonging to any person;

(3) knowingly file a false or inaccurate report or recommendation concerning any person.

9. A police officer must perform his duties disinterestedly and impartially and must avoid putting himself in a conflict-of-interest situation liable to compromise his impartiality or to adversely affect his judgment or fairness.

A police officer must not:

- (1) directly or indirectly solicit, accept or demand from any person a gift, a reward, a commission, a kickback, a discount, a loan, repayment of a debt,

a favour or any other advantage or consideration liable to compromise his impartiality, judgment or fairness;

- (2) pay, offer to pay or agree to offer a gift, a reward, a commission, a kickback, a discount, a loan, repayment of a debt, a favour or any other advantage or consideration liable to compromise the impartiality of that person in the performance of his duties;
- (3) recommend the services of a particular attorney to any person, especially an accused person, with whom he has been in contact in the performance of his duties;
- (4) put himself in conflict of interest in soliciting or collecting money from the public through the sale of advertising or tickets, or otherwise for the benefit of a person, an organization or an association.

10. A police officer must respect the rights of any person in his custody and avoid any indulgence towards that person.

A police officer must not:

- (1) provide to a person in his custody alcoholic drinks, drugs, hallucinogens, narcotic or anesthetic preparations or any other substance liable to cause drunkenness, weakness, impairment of faculties or unconsciousness, unless that person has a medical prescription;
- (2) be negligent or lack concern regarding the health or safety of a person in his custody;

- (3) obtain or attempt to obtain an undue advantage for a person in his custody;
- (4) except where necessary, search a person of the opposite sex, be present during the searching of such a person or have a person in his custody searched by a person of the opposite sex;
- (5) interfere in communications between a person in his custody and that person's attorney;
- (6) use greater force than necessary on a person in his custody;
- (7) permit the incarceration of a minor with an adult or of a female person with a male person, except in cases provided for by law.

11. A police officer must use judgment and exercise care in using a weapon or any other piece of equipment.

A police officer must not:

- (1) show, handle or point a weapon without justification;
- (2) fail to take the necessary measures to prevent the use of a service revolver by anyone other than a police officer.

12. Where he discovers or is informed of the presumed commission of an act derogatory to this Code, the director of a police force must notify in writing the citizen concerned of the rights granted by the Act Respecting Police Organization (R.S.Q., chapter O-8.1) and must send a copy of that written notification to the ethics commissioner.

SCHEDULE III

BUDGET FOR THE KAHNAWAKE POLICE FORCE

SEPTEMBER 1, 1995 TO MARCH 31, 1996

1.	Salaries and benefits	708 000 \$
2.	Administration & office expenses	21 000 \$
3.	Building maintenance & expenses	17 500 \$
4.	Vehicle maintenance & expenses	97 500 \$
5.	Professional fees	35 000 \$
6.	Consultation - internal & external	72 000 \$
7.	Training, subject to article 21 b)	198 000 \$
8.	Equipment & minor acquisitions (including one-time computer system acquisition)	158 500 \$
9.	Vehicle acquisitions (replacement)	150 000 \$
10.	Justice/Police committee	20 000 \$
11.	Liaison committee activities	12 000 \$
TOTAL:		<hr/> 1 489 500 \$

Canada's financial contribution	774 540 \$
Quebec's financial contribution	714 960 \$

Québec's financial contribution

Québec and the Mohawks of Kahnawake agree to the following terms, over and above the terms already provided for in the present agreement under the chapter entitled **Financing**.

- a) The Mohawks of Kahnawake shall ensure that the financial contribution paid by Québec for the Kahnawake police force is used to maintain a level and quality of policing in Kahnawake consistent with applicable norms and standards.
- b) The Mohawks of Kahnawake agree to provide Québec, within ninety (90) days of the end of the Mohawk Council of Kahnawake's fiscal year, with an audited financial statement on the financial operations of the Kahnawake police force and on other financial operations related to the implementation of the present agreement.
- c) Québec can, for reasonable cause and following a written notice of such cause addressed to the Mohawk Council of Kahnawake, appoint an independant auditor to review the financial records maintained by the Mohawk Council of Kahnawake with respect to the costs of the Kahnawake police force and the costs related to the implementation of the present agreement. The Mohawks of Kahnawake agree to provide access to such financial records.

SCHEDULE "IV"

AN AGREEMENT TO AMEND THE ALTERNATIVE FUNDING ARRANGEMENTS TRANSFER PAYMENT AGREEMENT (No. 112-1993/98-00070)

Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (the "Minister") and the Mohawk Council of Kahnawake (the "Council") agree that, pursuant to Clause GC3 of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070), the clauses of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) set out below are amended as follows:

1. Clause 2.9 on page 7 of Appendix "B" of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) is deleted and the following substituted therefor:

Funding for this service is provided by the Solicitor General of Canada through this Agreement and through the Agreement Respecting Police Services in the Kahnawake Territory entered into between Canada, Québec and the Mohawks of Kahnawake. The terms and conditions of this Agreement apply to the Agreement Respecting Police Services in the Kahnawake Territory except to the extent the Agreement Respecting Police Services in the Kahnawake Territory provides otherwise.

The Council shall ensure that the financial contributions paid by the Solicitor General of Canada for the Kahnawake police force is used to maintain a level and quality of policing at Kahnawake consistent with applicable norms and standards.

2. Clause 7.1 on page 3 of Appendix "C" of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) is deleted and the following substituted therefor:

The Council agrees to engage an independent auditor and to provide the Minister annually, within 90 days of the end of the Council's fiscal year, a copy of the audited financial

and statistical return and the auditor's report and opinion, in accordance with the Year-end Reporting Guide for DIAND Funding Arrangements as amended from time to time. In addition, the Council agrees to abide by the aforementioned terms and conditions with respect to the financial contribution provided by the Solicitor General of Canada pursuant to the Agreement Respecting Police Services in the Kahnawake Territory for the Kahnawake police force and to provide the Solicitor General of Canada with an audited financial statement on the financial operations of the Kahnawake police force.

3. Clause 7.5 on page 4 of Appendix "C" of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) is deleted and the following substituted therefor:

The Minister reserves the right to appoint independent auditors to review and assess the affairs of the Council relative to this Agreement. Similarly, the Solicitor General of Canada reserves the right to appoint an independent auditor to review the financial records maintained by the Council with respect to the costs of the Kahnawake police force. This right is not to be exercised without reasonable cause. The Council will be notified in writing of such cause. The Council agrees to provide access to its financial and statistical records.

4. Clause GC1.4 on page 1 of Appendix "D" of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) is deleted and the following substituted therefor:

The Council shall indemnify and save harmless Her Majesty, the Department and the Department of the Solicitor General of Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of

the Council, or the Council's servants or agents, in the performance of this Agreement or the Agreement Respecting Police Services in the Kahnawake Territory entered into between Canada, Québec and the Mohawks of Kahnawake.

5. The clause under the heading OTHER GOVERNMENT DEPARTMENTS Solicitor General Policing on page 6 of Appendix "H" of the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) is deleted and the following substituted therefor:

The budget will be set at the start of each fiscal year as per the terms and conditions of the Agreement Respecting Police Services in the Kahnawake Territory entered into between Canada, Québec and the Mohawks of Kahnawake.

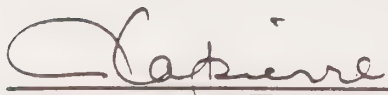
Notwithstanding the date upon which this Agreement is executed, the clauses amended by this Agreement will come into effect from September 1, 1995 and remain in effect until replaced with other amendments.

This Agreement to amend the Alternative Funding Arrangements Transfer Payment Agreement (No: 112-1993/98-00070) has been executed on behalf of the Mohawk Council of Kahnawake and Her Majesty by their duly authorized representatives.

SIGNED, ON BEHALF OF HER MAJESTY

by: JÉRÔME LAPIERRE
ASSOCIATE DIRECTOR GENERAL
QUÉBEC REGION

in the presence of:


Regional Director General
Indian and Inuit Affairs
Québec Region



Date: 24/08/95

SIGNED ON BEHALF OF THE BAND

by:

Joseph Lukwind Noto
Grand Chief

John Montan
Chief

Reggie Mayo
Chief

[Signature]
Chief

Hernando J. Borden
Chief

Indira L13
Chief

[Signature]
Chief

[Signature]
Chief

Alan Paul
Chief

Chief

Paul H. Drew
Chief

[Signature]
Chief

in the presence of

John S. Morris

Date: 05/09/95

**ENTENTE CONCERNANT
LES SERVICES DE POLICE SUR LE TERRITOIRE DE KAHNAWAKE**

ENTRE

LE GOUVERNEMENT DU QUÉBEC, représenté
par le premier ministre, la ministre déléguée aux Af-
faires intergouvernementales canadiennes et le minis-
tre de la Sécurité publique,
(ci-après désigné «le Québec»)

ET/

LES MOHAWKS DE KAHNAWAKE, agissant par
leur instance décisionnelle, le Conseil mohawk de
Kahnawake, représenté par le Grand Chef de ce
Conseil et le chef responsable pour la justice,
(ci-après désigné «les Mohawks de Kahnawake»)

ET/

LE GOUVERNEMENT DU CANADA, représenté
par le Solliciteur général,
(ci-après désigné «le Canada»).

CONSIDÉRANT que les parties veulent unir leurs efforts aux fins d'assurer dans le terri-
toire de Kahnawake la prestation de services de police efficaces, efficients, de qualité
professionnelle et respectueux de la culture du milieu et ce conformément aux besoins
et aux attentes des populations concernées;

CONSIDÉRANT que les parties reconnaissent qu'en agissant ensemble elles ont toute
l'autorité et la compétence requises pour disposer des présentes sans compromettre le
caractère évolutif des arrangements constitutionnels ni le partage actuel des compétences
constitutionnelles entre le Parlement du Canada et les législatures des provinces ni les
prétentions qu'elles peuvent vouloir continuer à faire valoir à l'occasion d'autres discus-
sions ou négociations concernant le partage des compétences constitutionnelles;

CONSIDÉRANT que les parties conviennent que les Mohawks de Kahnawake possèdent une culture unique de par une langue, des traditions, des coutumes et des règles qui leur sont propres;

CONSIDÉRANT qu'en concluant la présente entente, les parties expriment clairement leur intention de se concerter quant à l'exercice de leur autorité respective en matière de prestation de services de police sur le territoire de Kahnawake.

LES PARTIES CONVIENNENT DE CE QUI SUIT:

OBJET ET INTERPRÉTATION

1. Cette entente a pour objet de définir, pour le moment présent, le cadre d'une coopération effective entre les parties en matière de services de police afin d'assurer le maintien en opération, à Kahnawake, d'un corps de police chargé de préserver la paix, l'ordre et la sécurité publique et d'établir des rapports fonctionnels entre les parties en cette matière. Elle prévoit à ces fins des stipulations sur les normes d'embauche, l'assermentation des policiers, la déontologie policière, le traitement des plaintes du public, l'indépendance du corps de police, un mécanisme d'imputabilité, la collaboration entre corps de police et le règlement des difficultés d'application de l'entente. Elle fixe aussi la participation des gouvernements du Canada et du Québec au financement du corps de police de Kahnawake.

2. Le territoire de Kahnawake, aux fins de la présente entente, est le territoire sur lequel le Conseil mohawk de Kahnawake a compétence et qui est connu comme étant la réserve indienne de Kahnawake.

En ce qui concerne le territoire de Doncaster, les Mohawks de Kahnawake s'engagent à conclure une entente avec toute autre communauté autochtone ayant aussi compétence sur ce territoire aux fins d'y assurer l'application de la présente entente.

3. Le préambule fait partie intégrante de la présente entente.

ANNEXES

4. Les annexes suivantes sont incorporées par les présentes à cette entente et en font partie intégrante:

- a) Annexe I: Assermentation
- b) Annexe II: Dispositions du Code de déontologie des policiers du Québec
- c) Annexe III: Budget du corps de police de Kahnawake, 1^{er} septembre 1995 au 31 mars 1996
- d) Annexe IV: Modification de l'Entente de paiement de transfert - Mode optionnel de financement (N° 112 - 1993/98-00070)

CORPS DE POLICE

5. Les Mohawks de Kahnawake s'engagent à maintenir en opération un corps de police dûment constitué sous l'autorité du Conseil mohawk de Kahnawake et chargé de maintenir la paix, l'ordre et la sécurité publique dans le territoire de Kahnawake, d'y prévenir le crime ainsi que les infractions aux lois applicables sur ce territoire et d'en rechercher les auteurs.

Les parties reconnaissent que ce corps de police est de nature distincte et par conséquent, les dispositions de la présente entente ne doivent pas être interprétées

comme signifiant que le corps de police de Kahnawake est un corps de police provincial ou un corps de police municipal.

6. Il est convenu que les membres du corps de police de Kahnawake exercent leurs pouvoirs à titre d'employés du Conseil mohawk de Kahnawake sous la direction d'un chef de police nommé par le Conseil.

INDÉPENDANCE POLICIÈRE ET MÉCANISME D'IMPUTABILITÉ

7. Il est convenu qu'afin d'assurer l'indépendance fonctionnelle du corps de police, le Conseil mohawk de Kahnawake devra instituer un organisme spécialisé imputable devant lui des activités du corps de police. Cet organisme sera chargé de déterminer les buts, objectifs, priorités et politiques de gestion du corps de police et d'en surveiller l'application.

8. Les Mohawks de Kahnawake s'engagent à assurer au chef de police, pour l'exercice de ses fonctions, l'exercice d'une autorité indépendante du Conseil, de ses membres ou de son personnel.

9. Il est convenu que le Conseil, ses membres, son personnel et tout organisme constitué par lui doit s'abstenir de donner des directives au chef de police ainsi qu'aux membres du corps de police de Kahnawake, au sujet de décisions opérationnelles particulières ou des opérations quotidiennes du corps de police.

NORMES D'EMBAUCHE

10. Il est convenu que pour devenir membre du corps de police de Kahnawake, une personne devra satisfaire aux normes minimales suivantes:

- 1^e être âgée d'au moins 18 ans;
- 2^e posséder les attributs, les avantages et les droits d'un citoyen canadien;
- 3^e être de bonnes moeurs;
- 4^e être titulaire d'un permis de conduire du Québec comportant au moins la même classe que celle exigée pour les policiers;
- 5^e détenir un diplôme d'études secondaires ou l'équivalent;
- 6^e n'avoir jamais été déclarée coupable ni s'être avouée coupable à la suite d'une dénonciation pour une infraction au code criminel (L.R.C., 1985, chapitre C-46) poursuivie au moyen d'un acte d'accusation, sauf si elle a obtenu un pardon;
- 7^e fournir un relevé de ses empreintes digitales qui doit être transmis par le chef de police de Kahnawake au Commissaire de la Gendarmerie canadienne, pour fins de vérification et de conservation;
- 8^e avoir subi avec succès l'examen médical prescrit pour les policiers au Québec ou l'équivalent;
- 9^e avoir complété avec succès le cours de formation policière de base d'un établissement canadien sélectionné par les parties aux présentes ou à l'Institut de police du Québec.
- 10^e parler, lire et écrire l'anglais ou le français et posséder une connaissance d'usage de l'autre langue ou s'engager à acquérir cette connaissance, la maîtrise de la langue mohawk étant un atout.

ASSERMENTATION

11. Il est convenu qu'avant d'entrer en fonction les membres du corps de police de Kahnawake prêtent serment (ou affirmation solennelle) selon ce qui est prévu à l'Annexe I.

DÉONTOLOGIE POLICIÈRE

12. Il est convenu qu'en matière de déontologie policière, les dispositions de l'annexe II régissent la conduite des membres du corps de police de Kahnawake.

Tout manquement ou toute omission concernant un devoir ou une norme de conduite prévus à l'Annexe II constituent des actes dérogatoires et peuvent entraîner l'imposition d'une sanction suite à une plainte formulée par une personne du public en vertu des articles 13 à 17.

TRAITEMENT DES PLAINTES DU PUBLIC

13. Le Québec et les Mohawks de Kahnawake ont pour objectif commun d'assurer, au bénéfice de toute la population desservie par le corps de police de Kahnawake, une surveillance impartiale et efficace de l'application des règles de déontologie policière. À cet égard, le Québec a amendé la Loi sur l'organisation policière (L.R.Q., chapitre O-8.1) pour prévoir la présence de membres d'une communauté autochtone sur le comité de déontologie policière.

14. Il est convenu que toute personne du public peut formuler une plainte contre un membre du corps de police de Kahnawake pour un acte dérogatoire commis dans l'exercice de ses fonctions.

15. Il est convenu que sera constituée au sein du corps de police de Kahnawake une unité administrative chargée d'effectuer les enquêtes qu'il y a lieu de tenir lorsque la conduite d'un policier a fait l'objet d'une plainte d'une personne du public.

16. Il est convenu que toute plainte relative à un membre du corps de police de Kahnawake concernant une infraction à une règle de déontologie policière est adressée au Commissaire à la déontologie policière, et que celui-ci, s'il y a lieu de faire enquête, peut la confier à l'unité administrative visée par l'article 15.

17. Il est convenu que toute demande de révision de la décision du Commissaire à la déontologie policière de ne pas entendre ou de rejeter une plainte relative à une telle conduite sera entendue par un membre appartenant à une nation ou à une communauté autochtone avec laquelle le Québec a conclu une entente relative aux services de police.

Il est également convenu que toute citation devant le Comité de déontologie policière relativement à la conduite d'un membre du corps de police de Kahnawake sera entendue par trois membres de ce comité dont deux appartenant à une nation ou à une communauté autochtone avec laquelle le Québec a conclu une entente relative aux services de police.

COMITÉ DE LIAISON

18. Le Comité de liaison du corps de police de Kahnawake (le "Comité de liaison") est constitué par les présentes en tant qu'organisme consultatif chargé de surveiller l'application de la présente entente.

19. Le Comité de liaison sera composé d'au moins quatre (4) membres, dont:

- a) deux (2) représentants des Mohawks de Kahnawake;
- b) un (1) représentant du Québec;
- c) un (1) représentant du Canada.

20. Le Comité de liaison se réunira aussi souvent que nécessaire; pendant la première période de durée de la présente entente, il se réunira au moins tous les deux (2) mois.

21. Le Comité de liaison aura pour fonctions principales, entre autres:

- a) d'assurer un forum de liaison et de promouvoir la coopération entre le Québec, les Mohawks de Kahnawake et le Canada;
- b) d'évaluer les besoins en formation des policiers oeuvrant sur le territoire de Kahnawake et de formuler des recommandations concernant: le choix des institutions de formation policière; l'élaboration et la mise en oeuvre d'un programme annuel de formation; d'autres programmes portant, entre autres, sur le détachement, les échanges et la formation spécialisée;
- c) d'assurer le suivi de l'élaboration et de la mise en oeuvre des dispositions de l'article 22 de la présente entente concernant l'assistance mutuelle et la coopération opérationnelle entre le corps de police de Kahnawake, la Sûreté du Québec et la Gendarmerie royale du Canada, et de surveiller la mise en oeuvre de toute autre entente, actuelle ou éventuelle, entre le corps de police de Kahnawake et tout autre service de police;
- d) de recevoir les rapports d'activités annuels et les transmettre aux parties aux présentes;
- e) de revoir les demandes budgétaires annuelles et spéciales et les transmettre aux parties aux présentes;
- f) de faire les recommandations qu'il juge appropriées aux parties sur la mise en oeuvre de la présente entente.

COLLABORATION ENTRE CORPS DE POLICE

22. Il est entendu que la présente entente n'a pas pour objet de modifier le mandat dévolu à la Sûreté du Québec, à la GRC et au corps de police de Kahnawake en vertu de la loi.

Les parties conviennent que la GRC, la Sûreté du Québec et le corps de police de Kahnawake pourront prendre des arrangements d'assistance mutuelle et de coopération opérationnelle relativement à la surveillance effective de l'observation des lois.

FINANCEMENT

23. Le Québec et le Canada conviennent de participer au financement du corps de police de Kahnawake. À cet effet, leur contribution financière maximale au budget du corps de police de Kahnawake pour le premier terme de cette entente est celle indiquée à l'Annexe III des présentes.

24. La contribution financière prévue à l'article 23 ne couvre pas les dépenses supplémentaires qui pourraient être occasionnées par des événements imprévisibles et inhabituels, constituant des cas de force majeure. Si de tels événements devaient se produire entraînant des dépenses supplémentaires, les parties s'engagent à en discuter au sein du Comité de liaison.

25. Le Québec et le Canada se partageront la contribution financière prévue à l'article 23 selon les proportions suivantes:

Québec	:	48 %	=	714 960 \$
Canada	:	52 %	=	774 540 \$
Total:			=	1 489 500 \$

26. Les parties conviennent des modalités suivantes de contribution:

- 1° le Canada versera sa part de contribution financière prévue à l'article 23 au Conseil mohawk de Kahnawake par l'entremise de l'Entente sur le paiement de transfert - Mode optionnel de financement — (N°: 112 - 1993/-98-00070) intervenue entre Sa Majesté la Reine du chef du Canada, représentée par le ministre des Affaires indiennes et du Nord canadien, et le Conseil mohawk de Kahnawake le 14 juin 1993, telle qu'amendée de temps à autre, en quatre versements périodiques à partir du 1er septembre 1995;
- 2° le Québec versera sa part de la contribution financière prévue à l'article 23 au Conseil mohawk de Kahnawake et ce, en trois versements périodiques étalés sur l'année financière 1995-1996;
- 3° pour les fins de cette entente, la contribution financière annuelle du Canada prévue à l'article 23 est sujette à l'approbation des crédits nécessaires par le Parlement, aux conditions prévues à la présente entente et aux conditions prévues à l'Entente de paiement de transfert - Mode optionnel de financement à laquelle il est fait référence à l'article 26 (1°);
- 4° pour les fins de cette entente, la contribution financière annuelle du Québec prévue à l'article 23 est sujette à l'approbation des crédits nécessaires votés par l'Assemblée nationale du Québec et aux conditions prévues dans l'Annexe III sur la contribution financière.

27. Advenant le cas où la présente entente est prolongée au-delà du 31 mars 1996, le paragraphe suivant s'applique.

Advenant le cas où la contribution financière annuelle du Québec excéderait 48% du coût réel total de fonctionnement du corps de police de Kahnawake dans une année financière donnée, les Mohawks de Kahnawake s'engagent à transférer cet excédent à

l'année financière subséquente et à affecter cet excédent à des activités reliées à la police. Le transfert d'un tel excédent d'une année financière à une autre sera sans conséquences sur la contribution financière annuelle du Québec convenue par entente entre le Québec et les Mohawks de Kahnawake.

ASSURANCES

28. Les Mohawks de Kahnawake s'engagent à faire souscrire par le Conseil mohawk de Kahnawake une assurance générale feu-vol ainsi qu'une assurance responsabilité employeur-employé d'un montant d'au moins 2 000 000 \$ par sinistre et d'un montant maximum de 5 000 000 \$ pour tous les sinistres, à l'égard des dommages corporels ou matériels de quelque nature que ce soit pouvant être causés à des tiers par le corps de police de Kahnawake, par l'organisme spécial imputable devant le Conseil, constitué en vertu de l'article 7 de la présente entente, ou par leurs membres, employés, dirigeants ou agents respectifs, dans l'exécution de la présente entente. Le Canada et le Québec seront désignés coassurés dans les polices d'assurance en question. Les Mohawks de Kahnawake présenteront au Canada et au Québec une preuve de ces assurances aussitôt que possible après la signature de la présente entente.

29. Ni le Canada ni le Québec ne seront responsables de quelque dommage corporel ou matériel de quelque nature que ce soit que pourraient subir le Conseil, le corps de police de Kahnawake ou l'organisme imputable devant le Conseil, constitué en vertu de l'article 7 de la présente entente, ou leurs membres, employés, dirigeants ou agents, dans l'exécution de la présente entente, à moins que le dommage en question ne soit attribuable au fait ou à l'omission négligente d'un employé ou d'un agent du Canada ou du Québec dans l'exercice de ses fonctions.

MISE EN OEUVRE DE L'ENTENTE

30. Le Québec et le Canada s'engagent à prendre dans les meilleurs délais, les mesures nécessaires pour assurer la mise en oeuvre de la présente entente.

31. Les Mohawks de Kahnawake s'engagent à ce que le Conseil mohawk de Kahnawake prenne les mesures nécessaires pour assurer la mise en oeuvre de la présente entente.

GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

32. La présente entente est conclue entre le Canada, le Québec et les Mohawks de Kahnawake dans un esprit de coopération et d'harmonisation, en matière de services de police et ce, sans préjudice aux négociations en cours ou à venir sur les relations entre le Canada, le Québec et Kahnawake ou à toute entente susceptible de résulter de ces négociations.

33. La présente entente est conclue sans préjudice aux droits des parties eu égard à la Constitution du Canada.

Les parties reconnaissent que la présente entente ne porte que sur les services de police à Kahnawake et qu'elle ne doit pas être interprétée comme créant, reconnaissant ou niant les droits ancestraux, issus de traités, ou autres, auxquels prétendent ou pourront prétendre les Mohawks de Kahnawake.

Les parties conviennent également que la présente entente n'est pas un traité au sens de l'article 35 de la Loi constitutionnelle de 1982 et qu'elle n'a aucun effet sur les positions que les parties aux présentes pourraient adopter par ailleurs.

DURÉE

34. La présente entente prend effet au moment de sa signature par les trois parties et demeure en effet jusqu'au 31 mars 1996, sujette aux dispositions des présentes en matière de résiliation.

35. La présente entente s'applique au territoire de Doncaster au moment de la signature, et sujette aux conditions, de l'entente prévue par l'article 2.

36. La présente entente peut être renouvelée ou prolongée aux conditions convenues par écrit par les parties.

AMENDEMENTS

37. Les parties peuvent, d'un commun accord exprimé par écrit, amender la présente entente ou conclure des ententes complémentaires sur des modalités en matière de services de police non prévues à la présente entente.

Pour donner effet à de tels amendements ou à de telles ententes complémentaires, les articles 30 et 31 des présentes s'appliquent.

DIFFICULTÉS D'APPLICATION

38. Les parties conviennent de soumettre au Comité de liaison toute omission, mésentente ou situation qu'elles estiment de nature à empêcher l'application de l'une ou de l'ensemble des dispositions de la présente entente, en vue de régler la difficulté.

Si la difficulté demeure non résolue à l'expiration de 30 jours de la date où le Comité en a été saisi, la partie qui l'a soumise peut adresser aux autres parties un avis écrit de résiliation de la présente entente.

RÉSILIATION

39. L'entente peut être résiliée à l'expiration de 90 jours de la date de transmission par l'une ou l'autre des parties d'un avis de résiliation, à moins que les parties ne conviennent avant ce terme de dispositions différentes.

40. En cas de résiliation, le comité de liaison verra à recommander aux parties les dispositions transitoires ou finales à prendre.

41. En cas de résiliation de la présente entente par l'une ou l'autre des parties, le Conseil mohawk de Kahnawake s'engage à:

- 1° voir au paiement de toutes les sommes dues pour des biens ou des services fournis au corps de police de Kahnawake avant ou à la date de la résiliation;
- 2° rembourser au Canada et au Québec la partie non dépensée de leur contribution financière, dans les 90 jours de la date de résiliation.

COMMUNICATIONS

42. Pour l'application de la présente entente, tout avis ou communication qui peuvent ou doivent être donnés entre les parties doivent être adressés par écrit:

- 1^e dans le cas des Mohawks de Kahnawake: au Conseil mohawk de Kahnawake;
- 2^e dans le cas du gouvernement du Québec: au ministère de la Sécurité publique ;
- 3^e dans le cas du gouvernement du Canada: au ministère du Solliciteur général.

DISPOSITIONS GÉNÉRALES

43. Le Canada et les Mohawks de Kahnawake conviennent que, sauf dans la mesure où la présente entente en dispose autrement, toutes les dispositions de l'Entente de paiement de transfert - Mode optionnel de financement (N° 112 - 1993/98-00070) dont il est fait mention à l'article 26(1^e) s'appliquent à la présente entente.

44. Dans la présente entente, "le Canada", "le Québec", "le Conseil mohawk de Kahnawake" (ou "le Conseil") et "les Mohawks de Kahnawake", s'entendent notamment de leurs représentants respectifs, dûment autorisés.

45. Aucune disposition de la présente entente ne doit être interprétée comme conférant au Conseil, au corps de police de Kahnawake ou à l'organisme spécial imputable au Conseil, constitué en vertu de l'article 7, ou à leurs dirigeants, employés, agents ou contractants respectifs l'état de dirigeant, employé, préposé ou agent du Canada ou du Québec, ou l'état d'associé du Canada ou du Québec, ou de coentrepreneur avec le Canada ou le Québec.

46. Aucun actuel ou ancien titulaire de fonctions officielles au sein du gouvernement du Canada n'obtiendra de bénéfice direct ou indirect de la présente entente; quiconque

déroge à cette règle devra satisfaire aux exigences du Code régissant les conflits d'intérêts en ce qui concerne les titulaires, actuels et anciens, de charge publique.

47. Advenant qu'une disposition quelconque de la présente entente soit déclarée nulle ou invalide par un tribunal compétent, les autres dispositions conserveront leur plein effet.

EN FOI DE QUOI, les parties ont signé ce 11^e jour de septembre, 1995


Pour le GOUVERNEMENT DU QUÉBEC, représenté par
LE PREMIER MINISTRE

et par:


LE MINISTRE DE LA SÉCURITÉ PUBLIQUE

et par:


LA MINISTRE DÉLÉGUÉE AUX AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES

Pour les MOHAWKS DE KAHNAWAKE, représentés par
LE GRAND CHEF

et par:

LE CHEF RESPONSABLE POUR LA JUSTICE

Pour le GOUVERNEMENT DU CANADA, représenté par
LE SOLLICITEUR GÉNÉRAL DU CANADA

ANNEXE I

PRESTATION DES SERMENTS

1. Le chef de police prête les serments ou fait les déclarations solennelles ci-après reproduites devant la communauté, lors d'une cérémonie publique, et les autres membres du corps de police devant le directeur de police:

Serment ou affirmation d'allégeance et d'office

Je, A.B., (jure ou affirme solennellement, selon le cas) que je serai loyal et porterai vraie allégeance à l'autorité constituée et que je remplirai les devoirs de ma charge de membre du corps de police de Kahnawake, avec honnêteté et justice et que je ne recevrai aucune somme d'argent ou considération quelconque pour ce que j'ai fait ou pourrai faire, dans l'exécution des devoirs de ma charge, dans le but de favoriser l'achat ou l'échange de quoi que ce soit par ou avec le Conseil mohawk de Kahnawake, à part de mon traitement ou de ce qui me sera alloué par le Conseil.

Serment ou affirmation de discrétion

Je, A.B., (jure ou affirme solennellement, selon le cas) de plus que je ne révélerai et ne ferai connaître, sans y être dûment autorisé, quoi que ce soit dont j'aurai eu connaissance dans l'exercice de ma charge.

2. Il est entendu que ces serments ou affirmations ont les mêmes valeurs et effet, qu'un serment prêté ou une affirmation faite suivant l'article 4 de la Loi de police (L.R.Q., chapitre P-13).

ANNEXE II

DISPOSITIONS DU CODE DE DÉONTOLOGIE DES POLICIERS DU QUÉBEC

SECTION II - Les devoirs et normes de conduite du policier.

5. Le policier doit se comporter de manière à préserver la confiance et la considération que requiert sa fonction.

Notamment, le policier ne doit pas:

- 1^e faire usage d'un langage obscène, blasphématoire ou injurieux;
- 2^e omettre ou refuser de s'identifier par un document officiel alors qu'une personne lui en fait la demande;
- 3^e omettre de porter une marque d'identification prescrite dans ses rapports directs avec une personne du public;
- 4^e poser des actes ou tenir des propos injurieux fondés sur la race, la couleur, le sexe, l'orientation sexuelle, la religion, les convictions politiques, la langue, l'âge, la condition sociale, l'état civil, la grossesse, l'origine ethnique ou nationale, le handicap d'une personne ou l'utilisation d'un moyen pour pallier cet handicap;
- 5^e manquer de respect ou de politesse à l'égard d'une personne.

6. Le policier doit éviter toute forme d'abus d'autorité dans ses rapports avec le public.

Notamment, le policier ne doit pas:

- 1^e avoir recours à une force plus grande que celle nécessaire pour accomplir ce qui lui est enjoint ou permis de faire;
- 2^e faire des menaces, de l'intimidation ou du harcèlement;
- 3^e porter sciemment une accusation contre une personne sans justification;
- 4^e abuser de son autorité en vue d'obtenir une déclaration;
- 5^e détenir, aux fins de l'interroger, une personne qui n'est pas en état d'arrestation.

7. Le policier doit respecter l'autorité de la loi et des tribunaux et collaborer à l'administration de la justice.

Notamment, le policier ne doit pas:

- 1^e empêcher ou contribuer à empêcher la justice de suivre son cours;
- 2^e cacher ou ne pas transmettre une preuve ou un renseignement dans le but de favoriser ou de nuire à une personne.

8. Le policier doit exercer ses fonctions avec probité.

Notamment, le policier ne doit pas:

- 1^e endommager ou détruire malicieusement un bien appartenant à une personne;
- 2^e disposer illégalement d'un bien appartenant à une personne;
- 3^e présenter à l'égard d'une personne une recommandation ou un rapport qu'il sait faux ou inexact.

9. Le policier doit exercer ses fonctions avec désintéressement et impartialité et éviter de se placer dans une situation où il serait en conflit d'intérêts de nature à compromettre son impartialité ou à affecter défavorablement son jugement et sa loyauté.

Notamment, le policier ne doit pas:

- 1^e solliciter, accepter ou exiger d'une personne, directement ou indirectement, un don, une récompense, une commission, une ristourne, un rabais, un prêt, une remise de dette, une faveur ou tout autre avantage ou considération de nature à compromettre son impartialité, son jugement ou sa loyauté;
- 2^e verser, offrir de verser ou s'engager à offrir un don, une récompense, une commission, une ristourne, un rabais, un prêt, une remise de dette, une faveur ou tout autre avantage ou considération de nature à compromettre l'impartialité de cette personne dans l'exercice de ses fonctions;

- 3^e recommander à une personne avec laquelle il a été en contact dans l'exercice de ses fonctions, notamment un prévenu, les services d'un procureur en particulier;
 - 4^e se placer dans une situation où il serait en conflit d'intérêts lorsqu'il sollicite ou recueille du public de l'argent par la vente d'annonces publicitaires ou de billets ou de quelque autre façon au profit d'une personne, d'une organisation ou d'une association.
10. Le policier doit respecter les droits de toute personne placée sous sa garde et éviter de lui montrer de la complaisance.

Notamment, le policier ne doit pas:

- 1^e sauf sur ordonnance médicale, fournir à une personne placée sous sa garde des boissons alcooliques, des stupéfiants, des hallucinogènes, des préparations narcotiques, ou anesthésiques ou toute autre substance pouvant produire l'ivresse, l'affaiblissement ou la perturbation des facultés ou l'inconscience;
- 2^e être négligent ou insouciant à l'égard de la santé ou de la sécurité d'une personne placée sous sa garde;
- 3^e tenter d'obtenir au bénéfice d'une personne placée sous sa garde un avantage indu ou lui procurer un tel avantage;

- 4^e sauf en cas de nécessité, fouiller une personne de sexe opposé, assister à la fouille d'une telle personne ou faire fouiller une personne placée sous sa garde par une personne qui ne soit pas du même sexe;
- 5^e s'ingérer dans les communications entre une personne placée sous sa garde et son procureur;
- 6^e avoir recours à une force plus grande que celle nécessaire à l'égard d'une personne placée sous sa garde;
- 7^e permettre l'incarcération d'un mineur avec un adulte ou d'une personne de sexe féminin avec une personne de sexe masculin sauf dans les cas prévus par la loi.

11. Le policier doit utiliser une arme et toute autre pièce d'équipement avec prudence et discernement.

Notamment, le policier ne doit pas:

- 1^e exhiber, manipuler ou pointer une arme sans justification;
- 2^e négliger de prendre les moyens nécessaires pour empêcher l'usage d'une arme de service par une personne autre qu'un policier.

12. Lorsqu'il constate ou est informé de la présumée commission d'un acte dérogatoire au présent Code, le directeur d'un corps de police doit informer par écrit le citoyen concerné des droits accordés par la Loi sur l'organisation policière (L.R.Q., chapitre O-8.1) et adresser copie de cet écrit au Commissaire à la déontologie.

ANNEXE III

BUDGET DU CORPS DE POLICE DE KAHNAWAKE

1^{ER} SEPTEMBRE 1995 - 31 MARS 1996

1.	Salaires et bénéfices marginaux	708 000 \$
2.	Administration & frais de bureau	21 000 \$
3.	Entretien des édifices	17 500 \$
4.	Entretien des véhicules	97 500 \$
5.	Honoraires professionnels	35 000 \$
6.	Consultations internes et externes	72 000 \$
7.	Formation et perfectionnement, selon l'article 21 b)	198 000 \$
8.	Achat d'équipements (incluant l'achat d'un système informatique)	158 000 \$
9.	Achat de véhicules (remplacement)	150 000 \$
10.	Comité de justice/police	20 000 \$
11.	Comité de liaison	12 000 \$

TOTAL: 1 489 500 \$

Contribution financière du Canada: 774 540 \$

Contribution financière du Québec: 714 960 \$

Contribution financière du Québec

Le Québec et les Mohawks de Kahnawake conviennent des dispositions suivantes et ce en sus des dispositions déjà prévues dans la présente entente au chapitre intitulé **Financement**.

1. Les Mohawks de Kahnawake veillent à ce que la contribution financière versée par le Québec pour le corps de police de Kahnawake soit utilisée pour maintenir à Kahnawake un corps de police d'un niveau et d'une qualité conformes aux normes applicables.
2. Les Mohawks de Kahnawake s'engagent à transmettre au Québec, dans les 90 jours suivant la fin de l'année financière du Conseil mohawk de Kahnawake, des états financiers vérifiés sur les opérations financières du corps de police de Kahnawake et sur toute autre opération financière reliée à la mise en oeuvre de la présente entente.
3. Le Québec peut, pour des motifs raisonnables et sur préavis écrit adressé au Conseil mohawk de Kahnawake précisant la nature des motifs invoqués, nommer un vérificateur indépendant aux fins d'examiner les registres financiers tenus par le Conseil mohawk de Kahnawake en ce qui concerne les coûts du corps de police de Kahnawake et les coûts reliés à la mise en oeuvre de la présente entente. Les Mohawks de Kahnawake s'engagent à permettre l'accès auxdits registres financiers.

ANNEXE IV

MODIFICATION DE L'ALTERNATIVE FUNDING ARRANGEMENTS TRANSFER PAYMENT AGREEMENT (MODIFICATION DE L'ENTENTE DE PAIEMENT DE TRANSFERT - MODE OPTIONNEL DE FINANCEMENT) (N° 112-1993/98-00070)

Sa Majesté la Reine du chef du Canada, représentée par le ministre des Affaires indiennes et du Nord canadien (le « Ministre »), et le Conseil mohawk de Kahnawake (le « Conseil ») conviennent de modifier l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) de la façon suivante, en conformité avec la clause GC3 de ce dernier document :

1. La clause 2.9 de l'annexe B (page 7) de l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) est supprimée et remplacée par ce qui suit :

Le financement de ce service est assuré par le Solliciteur général du Canada au moyen de la présente entente et de l'Entente concernant les services de police sur le territoire de Kahnawake conclue entre le Canada, le Québec et les Mohawks de Kahnawake. Les termes de la présente entente s'appliquent à l'Entente concernant les services de police sur le territoire de Kahnawake, à moins de disposition contraire énoncée dans ce dernier document.

Le Conseil veille à ce que les contributions financières versées par le Solliciteur général du Canada pour le corps de police de Kahnawake soient utilisées pour maintenir à Kahnawake un corps de police d'un niveau et d'une qualité conformes aux normes applicables.

2. La clause 7.1 de l'annexe C (page 3) de l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) est supprimée et remplacée par ce qui suit :

Le Conseil s'engage à retenir les services d'un vérificateur indépendant et à remettre au Ministre, dans les 90 jours de la fin de son exercice, copie des rapports financiers et statistiques vérifiés et du rapport et de l'opinion du vérificateur, conformément au guide sur les rapports de fin d'année concernant les ententes de financement du MAINC, tel que modifié de temps

à autre. En outre, le Conseil convient de se conformer à ces conditions relativement à la contribution financière versée par le Solliciteur général du Canada en vertu de l'Entente concernant les services de police sur le territoire de Kahnawake pour le corps de police de Kahnawake et de remettre au Solliciteur général du Canada des états financiers vérifiés sur les opérations financières du corps de police de Kahnawake.

3. La clause 7.5 de l'annexe C (page 4) de l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) est supprimée et remplacée par ce qui suit :

Le Ministre se réserve le droit de nommer des vérificateurs indépendants pour examiner et évaluer les affaires du Conseil liées à la présente entente. De même, le Solliciteur général du Canada se réserve le droit de nommer un vérificateur indépendant pour examiner les registres financiers tenus par le Conseil en ce qui concerne les coûts du corps de police de Kahnawake. Ce droit ne peut être exercé sans motif raisonnable. Le Conseil doit être avisé par écrit de ce motif et s'engage à permettre l'accès à ses registres financiers et statistiques.

4. La clause GC1.4 de l'annexe D (page 1) de l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) est supprimée et remplacée par ce qui suit :

Le Conseil garantit et indemnise Sa Majesté, le Ministère et le ministère du Solliciteur général du Canada à l'égard des pertes, réclamations, dommages, actions, causes d'actions, frais et dépenses et de toute autre procédure susceptible de découler directement ou indirectement de quelque acte, omission ou retard de caractère intentionnel ou négligent du Conseil ou de ses préposés ou mandataires dans l'exécution de la présente entente ou de l'Entente concernant les services de police sur le territoire de Kahnawake conclue entre le Canada, le Québec et les Mohawks de Kahnawake.

5. La clause intitulée « OTHER GOVERNEMENT DEPARTMENTS / SOLICITOR GENERAL / Policing » (« AUTRES MINISTÈRES / SOLLICITEUR GÉNÉRAL / POLICE ») énoncée à l'annexe H (page 6) de l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) est supprimée et remplacée par ce qui suit :

Le budget est établi au début de chaque exercice conformément aux termes de l'Entente concernant les services de police sur le territoire de Kahnawake conclue entre le Canada, le Québec et les Mohawks de Kahnawake.

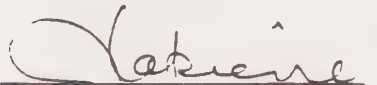
Nonobstant la date de signature de la présente entente, les clauses modifiées par la présente entente entrent en vigueur le 1^{er} septembre 1995 et le demeureront jusqu'à leur modification subséquente.

La présente entente modifiant l'Alternative Funding Arrangements Transfer Payment Agreement (n° 112-1993/98-00070) est signée au nom du Conseil mohawk de Kahnawake et de Sa Majesté par leurs représentants respectifs.

POUR SA MAJESTÉ

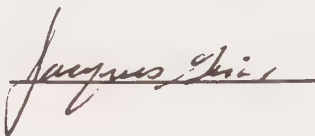
Signée par :

JÉRÔME LAPIERRE
ASSOCIATE DIRECTOR GENERAL
QUEBEC REGION



Directeur général régional
Affaires indiennes et inuit
Région du Québec

en présence de :



Date: 24/01/95

POUR LA BANDE

Signée par :

Joséph Taluina Robert Johnny Montan
Grand chef Chef

Piggy Mayo
Chef

[Signature]
Chef

Leonard J. Bordeaux
Chef

London L13
Chef

[Signature]
Chef

[Signature]
Chef

Alvin Paul
Chef

Chef

Paul H. Drier
Chef

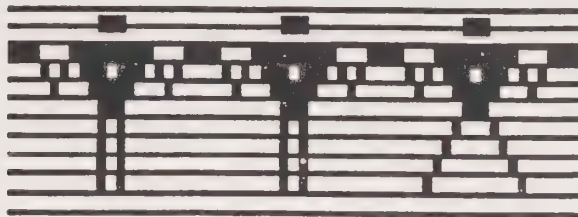
[Signature]
Chef

en présence de :

John S. Morris

Date : 05/09/95

SECTION 4



UNITED CHIEFS AND COUNCILS
OF MANITOULIN
POLICE SERVICES AGREEMENT
1995 - 1998

The Government of Canada

The Province of Ontario

United Chiefs and Councils of Manitoulin
Representing
Anishinabek of Cockburn Island First Nation
Ojibways of Sucker Creek
Sheguiandah First Nation
Sheshegwaning First Nation
West Bay First Nation
and Whitefish River First Nation

**UNITED CHIEFS AND COUNCILS OF MANITOULIN
POLICE SERVICES AGREEMENT 1995-1998**

DATED THIS 1ST DAY OF OCTOBER, 1995

BETWEEN:

THE GOVERNMENT OF CANADA
as represented by the Solicitor General of Canada
(hereinafter referred to as "Canada")

OF THE FIRST PART

- and -

THE GOVERNMENT OF ONTARIO
as represented by the Solicitor General of Ontario
and Minister of Correctional Services and the
Minister Responsible for Native Affairs
(hereinafter referred to as "Ontario")

OF THE SECOND PART

- and -

UNITED CHIEFS AND COUNCILS OF MANITOULIN
a Duly Incorporated Body Pursuant to
The Laws of Ontario Representing
Anishinabek of Cockburn Island First Nation;
Ojibways of Sucker Creek;
Sheguiandah First Nation;
Sheshegwaning First Nation;
West Bay First Nation;
and Whitefish River First Nation
as represented by their Chiefs and Councils
(hereinafter referred to as "UCCM")

OF THE THIRD PART

UCCM POLICE SERVICES AGREEMENT

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SCHEDULES

Schedule A	Start-Up Budget
Schedule B	Transition Budget
Schedule C	Police Service Budget
Schedule D	Police Commission Budget
Schedule E	Review Committee Budget

WHEREAS the Parties hereto wish to provide for the establishment of a police service to serve the policing needs of Anishinabek of Cockburn Island; Ojibways of Sucker Creek; Sheguiandah; Sheshegwaning; West Bay and Whitefish River First Nations, as represented by the UCCM in a manner consistent with the principles as set out in the Ontario First Nations Policing Agreement dated March 30th, 1992;

WHEREAS under the Constitution Act, 1867, the Parliament of Canada has jurisdiction with respect to Indians and lands reserved for the Indians, the Legislative Assembly of Ontario has jurisdiction for the administration of justice in the Province of Ontario and, pursuant to s. 35 of the Constitution Act, 1982, existing aboriginal and treaty rights are recognized and affirmed;

WHEREAS each party asserts its authority to conclude this Agreement; and,

WHEREAS the Parties understand that the UCCM First Nations are possessed of a unique culture which contains their language, traditions, customs and laws and therefore, peace and security should be provided to their citizens.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 In this Agreement, the following terms have the following meanings:

"Board" means the UCCM Board of Directors;

"Chief of Police" means the person designated pursuant to Article 6.5 of this Agreement as the Chief of Police of the UCCM Police Service;

"Commission" means the UCCM Anishnaabe Police Services Commission, a body established by the UCCM Board of Directors pursuant to Articles 5 and 6 of this Agreement, which is duly incorporated pursuant to the laws of the Province of Ontario and established as the police governing authority and employer of the UCCM Police Service;

"Constable" means a Band Constable appointed to enforce band by-laws enacted in accordance with the provisions of the Indian Act, R.S.C. 1985, c. 1-5 and amendments thereto;

"Fiscal Year" means the period beginning on April the 1st of every year and ending on March 31st of the following year;

"Ontario First Nations Policing Agreement" means the Agreement dated March 30th, 1992, including amendments and any extensions thereto, with respect to First Nations policing arrangements in Ontario, entered into by Grand Council Treaty #3 Nation, Nishnawbe-Aski Nation, the Association of Iroquois and Allied Indians, Anishinabek Nation, Six Nations of the Grand River, Canada and Ontario;

"OPP" means the Ontario Provincial Police;

"Parties" means Canada, Ontario and the UCCM;

"Protocol" means the agreement between the UCCM Police Service and the OPP referred to in Article 13;

"Review Committee" means the UCCM Citizens Review Committee established under Article 8 of this Agreement;

"UCCM" means the United Chiefs and Councils of Manitoulin, which is a duly incorporated body under the laws of Ontario representing the communities of Anishinabek of Cockburn Island First Nation; Ojibways of Sucker Creek, Sheguiandah First Nation, Sheshegwaning First Nation, West Bay First Nation and Whitefish River First Nation;

"UCCM First Nations" means the communities of Anishinabek of Cockburn Island First Nation; Ojibways of Sucker Creek, Sheguiandah First Nation, Sheshegwaning First Nation, West Bay First Nation and Whitefish River First Nation;

"UCCM Police Officer" means a sworn member of the UCCM Police Service who exercises the powers of a Police Officer and who is appointed as a First Nation Constable pursuant to section 54 of the Police Services Act of Ontario, R.S.O. 1990, c. P-15;

"UCCM Police Service" means the UCCM Anishnaabe Police Service established pursuant to Article 3 of this Agreement; and,

"UCCM Police Service Area" includes that part of the Province of Ontario known as Anishinabek of Cockburn Island First Nation (Indian Reserve #19 and 19A); Ojibways of Sucker Creek (Indian Reserve #23), Sheguiandah First Nation (Indian Reserve #24), Sheshegwaning First Nation (Indian Reserve #20), West Bay First Nation (Indian Reserve #22) and Whitefish River First Nation (Indian Reserve #4); all of which lands have been set apart as "reserves" pursuant to the Indian Act, R.S.C. 1985, c. I-5 and amendments thereto. The preceding area description is valid only for the purposes of this Agreement and is made without prejudice to any party respecting any claims that Canada, Ontario or anyone of the aforementioned First Nations may have regarding their respective boundaries.

ARTICLE 2: PURPOSE

2.1 The purposes of this Agreement are:

- a. to establish the UCCM Police Service and the Commission to ensure the provision of effective, efficient and culturally appropriate policing services within the UCCM Police Service Area;
- b. to set out the roles, responsibilities and relationships among the Parties in the provision and maintenance of policing arrangements made under this Agreement; and,
- c. to provide funding for the policing arrangements made under this Agreement in accordance with Article 17 of this Agreement and up to the maximum financial contributions as set out in Schedules "A" through "E".

ARTICLE 3: UCCM ANISHNAABE POLICE SERVICE

3.1 The UCCM Police Service is hereby established to provide policing services throughout the UCCM Police Service Area.

ARTICLE 4: SCHEDULES AND PREAMBLE

4.1 The following schedules are hereby incorporated and constitute part of this Agreement:

- a. Schedule "A" Start-Up Budget;
- b. Schedule "B" Transition Budget;
- c. Schedule "C" Police Service Budget;
- d. Schedule "D" Police Commission Budget; and,
- e. Schedule "E" Review Committee Budget.

4.2 The Preamble forms an integral part of this Agreement.

ARTICLE 5: RESPONSIBILITIES OF THE UCCM BOARD OF DIRECTORS

5.1 The Board shall exercise overall responsibility for the policing arrangements within the UCCM Police Service Area in accordance with the terms and conditions of this Agreement.

- 5.2 The Board shall establish the Commission in accordance with Article 6 and shall appoint the members of the Commission, including a member of the Board to the Commission, who shall act in a non-voting liaison capacity between the Board and the Commission.
- 5.3 The Board hereby designates the Commission to implement the terms of this Agreement in accordance with the Commission's responsibilities established under Article 6 of this Agreement.
- 5.4 The Board shall adopt policies, procedures and by-laws proposed by the Commission.
- 5.5 The Board shall appoint members of the Review Committee in accordance with Article 8.

ARTICLE 6: UCCM POLICE SERVICES COMMISSION

- 6.1 The Commission is hereby established as the police governing authority and the employer of the members of the UCCM Police Service.
- 6.2 The Commission shall consist of no fewer than six and no more than nine members who shall be appointed by the Board and no Commission member shall be a member of the Police Service.
- 6.3 The Board may appoint no more than two members of the Commission who hold elected political office such as Chief, Councillor, federal, provincial or municipal office.
- 6.4 Ontario and Canada may, in consultation with the Parties, each appoint a non-voting advisor to assist the Commission in a technical and liaison capacity. The term of such appointment shall be for a period as agreed to by the Parties to that appointment.
- 6.5 The Commission shall have the following responsibilities:
- a. to govern the UCCM Police Service by generally providing direction, planning and policies;
 - b. to obtain and maintain liability insurance for the UCCM Police Service and the Commission;
 - c. to recruit and hire UCCM Police Officers and civilian staff;
 - d. to recruit and hire the Chief of Police;
 - e. to establish a code of conduct and to administer the public complaints and police discipline systems as developed by the Commission and approved by the Board;

- f. to ensure that all UCCM Police Officers have the requisite authority to enforce all applicable laws primarily within the UCCM Police Service Area and elsewhere in the Province of Ontario as required;
- g. to be responsible for the financial management of the UCCM Police Service for the purposes of this Agreement;
- h. to develop standards of performance relative to the Chief of Police and to evaluate his or her performance on an annual basis; and,
- i. to provide an Annual Report to the Board on the activities of the UCCM Police Service.

6.6 The Commission shall not be involved in the day-to-day operations of the UCCM Police Service, nor shall any individual members of the Commission direct, influence or interfere with the duties of the Chief of Police or employees of the UCCM Police Service in the execution of their duties.

ARTICLE 7: POLICE DISCIPLINE AND PUBLIC COMPLAINTS

- 7.1 The Commission shall, prior to the commencement of the operations of the UCCM Police Service, develop police discipline and public complaints policies and procedures.
- 7.2 The policies and procedures, referred to in Article 7.1, shall be consistent with Anishnaabe values and practice, in as much as those values and practices do not contradict recognized principles of natural justice, procedural fairness and public accountability.

ARTICLE 8: UCCM CITIZENS REVIEW COMMITTEE

- 8.1 An independent committee, the Review Committee is hereby established for the purpose of ensuring police accountability to the public.
- 8.2 The Review Committee shall determine its internal operational procedures and policies. Such procedures and policies shall be consistent with generally recognized principles of natural justice, procedural fairness and public accountability.
- 8.3 The Review Committee shall consist of not fewer than three nor more than five persons. The members of the Review Committee shall be appointed by the Board, after consultation with the Commission.
- 8.4 The term of office for members of the Review Committee shall be established by the Committee in accordance with its policy and approved by the Board.

- 8.5 The Review Committee shall meet in accordance with established policies and procedures which shall be approved by the Board.
- 8.6 The responsibilities of the Review Committee include:
- a. to review the administration or operations, or any aspect of the administration or operations of the Police Service or Commission, or any policies, procedures or directions of the Commission, upon the request of any UCCM First Nation or member of the public in accordance with established policy and procedures;
 - b. to conduct an investigation into the conduct of a UCCM Police Officer including the Chief of Police or a member of the Commission, upon the request of any UCCM First Nation, or member of the public in accordance with established policy and procedure;
 - c. to conduct an inquiry of any matter relating to crime or law enforcement, or the policing needs of a UCCM First Nation, upon the request of the Board;
 - d. to hear appeals from UCCM Police Officers or UCCM First Nations or members of the public on decisions made by the Commission or the UCCM Police Service in police disciplinary matters in accordance with established policy and procedures; and,
 - e. to monitor the public complaints system of the Police Service and hear appeals from any member of the public, or any First Nation who is not satisfied with the resolution of their complaint by the Police Service or Commission.
- 8.7 The Review Committee may recommend to the Board such sanction or penalty on any UCCM Police Officer, including the Chief of Police, or member of the Commission as it deems appropriate in the circumstances. Such penalties may include:
- a. reprimand;
 - b. forfeiture of wages, vacation or leave, or other benefits;
 - c. suspension;
 - d. demotion;
 - e. dismissal;
 - f. dismissal of the originating complaint, sanction or penalty, in whole or in part.

- 8.8 The costs of the Review Committee as set forth in Schedule "E" shall be provided in accordance with Article 17 of this Agreement.

ARTICLE 9: RESPONSIBILITIES OF THE CHIEF OF POLICE

- 9.1 The responsibilities of the Chief of Police shall include, but are not limited to:
- a. managing the UCCM Police Service and its operations in accordance with the plans, direction and policies established by the Commission; and,
 - b. ensuring that the members of the UCCM Police Service carry out their duties and responsibilities in a manner that is appropriate to the culture, traditions and needs of the communities in which those members serve.

ARTICLE 10: APPOINTMENT AND RESPONSIBILITIES OF UCCM POLICE OFFICERS

- 10.1 UCCM Police Officers shall be selected and hired by the Commission and empowered as Constables to enforce by-laws enacted pursuant to the provisions of the Indian Act, R.S.C. 1985, c. 1-5 and amendments thereto.
- 10.2 The parties hereby affirm that UCCM Police Officers shall have the authority of a police officer throughout the Province of Ontario and shall exercise that authority pursuant to their appointment under section 54 of the Police Services Act, R.S.O. 1990, c. P-15 and amendments thereto.
- 10.3 The responsibilities of UCCM Police Officers shall include, but are not limited to;
- a. preserving the peace and public safety;
 - b. preventing crime;
 - c. enforcing all applicable laws primarily within the UCCM Police Service Area and elsewhere in the Province, as required;
 - d. performing the lawful duties that the Chief of Police assigns;
 - e. successfully completing the required recruit training in accordance with Article 11;
 - f. assisting victims of crime;
 - g. apprehending criminals and other offenders and others who may be lawfully taken into custody;

- h. laying charges; executing warrants; serving subpoenas and participating in prosecutions when and where required; and,
- i. providing community education.

ARTICLE 11: TRAINING

- 11.1 UCCM Police Officers shall receive recruit training at an institution recognized by the Parties.
- 11.2 Notwithstanding Article 11.1, all UCCM Police Officers shall receive a level of post recruit training that is at least equivalent to that of Ontario Provincial Police Officers.
- 11.3 UCCM Police Officers shall receive cultural sensitivity and other post recruit training in accordance with Commission policy.

ARTICLE 12: SUPPLIES AND EQUIPMENT

- 12.1 All OPP First Nations Policing Program equipment presently utilized within the UCCM Police Service Area shall be transferred to the Commission at no cost, in accordance with the UCCM/OPP Protocol Agreement.
- 12.2 Additional supplies and equipment required for the policing operations of the UCCM Police Service, including all modes of transportation and communication, uniforms, and where applicable, firearms, shall be purchased by the Commission from the allocated funds shown in Schedule "C".
- 12.3 The supplies and equipment purchased for the policing operations of the UCCM Police Service belong exclusively to the Commission. Such supplies and equipment will be used exclusively by the UCCM Police Service for the provision of policing services.
- 12.4 In the event there is a requirement to dispose of communications equipment or firearms used by the UCCM Police Service, the Parties will constitute a Committee to agree on the appropriate method of disposal.
- 12.5 Unless arrangements are otherwise agreed to by the Parties, equipment standards shall be set by the Commission in a manner conforming with the Police Services Act of Ontario, R.S.O. 1990, c. P-15, and regulations made thereunder.

ARTICLE 13: PROTOCOL WITH THE ONTARIO PROVINCIAL POLICE (OPP)

- 13.1 The UCCM Police Service and the OPP shall enter into a Protocol Agreement to provide guidelines regarding mutual assistance and operations on law enforcement issues within their respective police service areas.

ARTICLE 14: OPERATIONAL TRANSFER COMMITTEE

- 14.1 The Parties agree to establish an Operational Transfer Committee as soon as is practicable upon the signing of this Agreement.
- 14.2 The Operational Transfer Committee shall consist of:
- a. the Chief of Police of the UCCM Police Service;
 - b. a representative from the First Nations and Contract Policing Bureau; and,
 - c. a representative from OPP field operations.
- 14.3 The responsibilities of the Operational Transfer Committee shall include, but not be limited to:
- a. the development of policies and procedures with respect to outstanding investigations and cases before the courts;
 - b. the resolution of operational and administrative disputes;
 - c. the coordination of support services provided by the OPP;
 - d. the coordination of in-service training of UCCM Police Officers;
 - e. the transfer of administrative and personnel files; and,
 - f. other operational transfer matters.
- 14.4 If the Operational Transfer Committee is unable to resolve an operational or administrative dispute, it shall be referred to the Parties for resolution.

ARTICLE 15: INDEMNIFICATION

- 15.1 The Commission shall be responsible, without limiting its obligations therein, to insure the operations of the UCCM Police Service, the Commission and the Review Committee, and

their respective members, employees, officers or agents under a contract of comprehensive or commercial general liability insurance in an amount of not less than five million dollars (\$5,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof. Such insurance shall include blanket contractual liability.

- 15.2 The Commission shall provide to Canada and Ontario proof of all required insurance in a form acceptable to Canada and Ontario prior to the commencement of UCCM police operations.
- 15.3 UCCM and UCCM First Nations shall indemnify and save harmless Canada and Ontario and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the UCCM Police Service, the Commission, the Review Committee, and the Board, or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 15.4 Neither Canada nor Ontario shall be responsible for any bodily or personal injury, or property damage of any nature whatsoever that may be suffered or sustained by the Board, the Commission, the Review Committee, the UCCM Police Service and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or Ontario in the performance of his or her duties.

ARTICLE 16: DISPUTE RESOLUTION

- 16.1 In the event of a breach, disagreement or other situation regarding the application of one or all of the Articles of this Agreement, any of the Parties may give to the other Parties written notice of the dispute. Within thirty (30) days of receipt of the notice, the Parties agree that they will meet to resolve the dispute. Every effort shall be made by the Parties to resolve the matter expeditiously. In the event the Parties are unable to resolve the dispute, notwithstanding such efforts, the Parties shall request that the Indian Commission of Ontario attempt to secure an expeditious resolution of the dispute.

ARTICLE 17: FINANCIAL ARRANGEMENTS

- 17.1 The maximum financial contributions of Canada and Ontario for the funding of this Agreement are set out in Schedules "A" to "E", and shall be provided by Canada and Ontario in accordance with a formula whereby Canada pays fifty-two percent (52%) and Ontario pays forty-eight (48%) of the costs for each fiscal year and in accordance with the terms and procedures as set out in this Article.

- 17.2 The financial contributions of Canada and Ontario toward the costs incurred in the execution of this Agreement are subject to the necessary grant of authority and appropriation of resources by Parliament or the Legislature, as the case may be.
- 17.3 a) Upon the signing of this Agreement, the Commission shall administer the UCCM Police Service Budget, except UCCM Police Officer salary and benefit expenses, which shall continue to be administered by the OPP First Nations and Contract Policing Bureau for a term not to exceed six (6) months, at which time the Commission will assume responsibility for the administration of UCCM Police Officer salary and benefits.
- b) At the expiration of that six (6) month period, UCCM Police Officers may continue to participate in the Ontario Public Service Pension Plan for a period not to exceed one (1) year; notification of their intention to participate must be presented to Ontario within the three (3) month period following the signing of this Agreement.
- 17.4 Canada shall provide financial contributions in an amount equal to fifty-two (52%) of the total budget costs as set out in Schedules "A" to "E" for each fiscal year in accordance with the following procedures:
- a) one hundred percent (100%) of Canada's share of the amount set out in Schedule "A" (Start-Up Budget) shall be paid to the Commission upon the signing of this Agreement;
- b) one hundred percent (100%) of Canada's share of the amount set out in Schedule "B" (Transition Budget) shall be paid to the Commission upon the signing of this Agreement;
- c) for the first six (6) months of this Agreement, Canada's share of the annual financial contributions set out in Schedule "C" (Police Service Budget) for the UCCM Police Officer salaries and benefits shall be paid to Ontario on a quarterly basis fifteen (15) days in advance of the quarter. After the first six (6) months, and for the remaining term of the Agreement, Canada's said share shall be paid to the Commission; and,
- d) the remainder of Canada's annual financial contribution for Schedule "C" (Police Service Budget), as well as Canada's annual financial contribution for Schedules "D" (Police Commission Budget) and "E" (Review Committee Budget) shall be made to the Commission on a quarterly basis.
- 17.5 Ontario shall provide financial contributions in an amount equal to forty-eight (48%) of the total budget costs as set out in Schedules "A" to "E" for each fiscal year in accordance with the following procedures:

- a) one hundred percent (100%) of Ontario's share of the amount set out in Schedule "A" (Start-Up Budget) shall be paid to the Commission upon the signing of this Agreement;
 - b) one hundred percent (100%) of Ontario's share of the amount set out in Schedule "B" (Transition Budget) shall be paid to the Commission upon the signing of this Agreement;
 - c) Ontario shall pay its share of the amount set out in Schedule "C" (Police Service Budget), excepting UCCM Police Officers salaries and benefits for the first six (6) months of the Agreement, to the Commission upon the signing of this Agreement; and,
 - d) in the remaining years of the Agreement, Ontario shall pay its share of the amount set out in Schedule "C" (Police Service Budget), as well as Ontario's annual financial contribution for Schedules "D" (Police Commission Budget) and "E" (Review Committee Budget), to the Commission on a quarterly basis.
- 17.6 Canada and Ontario will provide capital funding to UCCM upon approval by the parties of a UCCM capital funding proposal within the term of this Agreement. The capital funding will be for an amount to be agreed upon by the Parties, but shall not exceed the amount of fifty thousand dollars (\$50,000.00).
- 17.7 In consultation with UCCM, Ontario may withhold such contributions as are necessary to cover the costs of equipment and supplies which may be purchased through the OPP First Nations and Contract Policing Bureau for use by the UCCM Police Service.
- 17.8 In the first six (6) months of this Agreement, where the actual costs of salaries and benefits are lower than the costs of the salaries and benefits set out in Schedule "C" (Police Service Budget), thereby resulting in an overpayment by Canada to Ontario, Ontario shall deliver to the Commission both Canada's and Ontario's share of the overpayment for the salaries and benefits, provided that such an amount be used for the provision of policing services only.
- 17.9 If there is such an overpayment in the final year of the Agreement, the Commission shall refund to Canada and Ontario an amount equivalent to fifty-two percent (52%) and forty-eight (48%) respectively of the overpayment no later than ninety (90) days following the end of the Agreement, unless the terms of the Agreement are extended or renewed.
- 17.10 The Commission shall:
- a) not more than thirty (30 days) following the end of each quarter, provide a report to Canada and Ontario which includes an accounting of the expenditures made in that quarter in execution of this Agreement;

- b) not more than ninety (90) days following the end of each fiscal year, provide to Canada and Ontario an annual financial statement for the UCCM Police Service, the Commission and the Review Committee, prepared in accordance with generally accepted accounting principles;
- c) use the financial contributions paid under this Agreement solely in support of the costs associated with the provision of policing services in the UCCM Police Service Area by the UCCM Police Service, the Commission and the Review Committee; and,
- d) retain materials and records associated with the Agreement for a period of seven (7) years following the termination or expiry of the Agreement.

17.11 The Commission may carry forward to the next fiscal year, up to five percent (5%) of the budget, including salary and operating costs but excluding capital costs based on the surplus established in the base financial statements.

17.12 The Commission, at its discretion, may transfer funds from one category of the eligible costs described in Schedules "A" - (Start-Up Budget), "B" - (Transition Budget), "C" - (Police Service Budget), "D" - (Police Commission Budget), "E" - (Review Committee Budget) to any other category described therein on condition that by so doing, the Commission does not exceed the maximum amount payable for the eligible costs under this Agreement; but shall not reallocate funds between such Schedules.

17.13 The Parties agree that Canada or Ontario may appoint independent auditors, at their expense, to review the financial records maintained by the UCCM Police Service to ensure that funds are being managed in accordance with the provisions of this Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

17.14 The amounts set out in Schedules "A" to "E" inclusive shall not cover additional costs caused by an unforeseeable and exceptional event having an impact on policing costs. If such an event were to occur, the Parties would meet to discuss a possible remedy.

ARTICLE 18: TERM OF THIS AGREEMENT

18.1 Notwithstanding the date on which this Agreement is signed, this Agreement shall be in effect from October 1st, 1995 to November 30, 1998, subject to the termination provisions contained in this Agreement.

18.2 Upon agreement in writing of the Parties prior to its expiry, the provisions of this Agreement shall remain in force pending a renewal, extension, or renegotiation of the terms therein.

ARTICLE 19: AMENDMENT

19.1 This Agreement may be amended by written agreement between the Parties.

ARTICLE 20: INTERPRETATION

20.1 This Agreement shall not preclude and shall be without prejudice to:

- a. any other tripartite or bilateral discussions or negotiations between UCCM and Ontario and Canada;
- b. constitutional discussions and processes; and,
- c. the position which any of the Parties may adopt in any other forum.

20.2 Nothing in this Agreement shall be construed so as to affect, prejudice, or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any First Nation regardless of whether such rights, privileges or freedoms are recognized, established and defined before or after the execution of this Agreement.

20.3 In the event that jurisdictional, constitutional or related arrangements between the Parties hereto are changed during the term of this Agreement in a manner which alters the nature of the current relationship between the Parties hereto, it is the intention of the Parties to ensure the continuity of UCCM policing services under this Agreement until any alternative arrangements that may be necessary can be considered.

ARTICLE 21: NOTICES

21.1 Any notice that is required or permitted under this Agreement to be given by one party to the other Parties shall be given in writing and shall be communicated by registered mail as follows:

- a. to Canada, addressed to:

Aboriginal Policing Directorate
Solicitor General Canada
340 Laurier Avenue West
Section C, 11th Floor
Ottawa, Ontario
K1A 0P8

Attention: Ontario Regional Representative

- b. to Ontario, addressed to:

Deputy Solicitor General and
Deputy Minister of Correctional Services
175 Bloor Street East, Suite 400
Toronto, Ontario
M4W 3R8

Attention: Special Advisor, First Nations

- c. to the United Chiefs and Councils of Manitoulin:

United Chiefs and Councils of Manitoulin Island
P.O. Box 275
West Bay, Ontario
P0P 1G0

Attention: Chairperson

- 21.2 Any notice or document aforesaid which is personally delivered or sent by facsimile transmission shall be deemed to have been received at the time of transmission.
- 21.3 Any notice or document which is sent by mail shall be deemed to have been received eight (8) business days after the date of mailing.
- 21.4 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile transmission.
- 21.5 The Parties may designate in writing to each other a change of address at any time.

ARTICLE 22: EVALUATION

- 22.1 The Parties may, after the second fiscal year of this Agreement, arrange for an independent evaluation of the operations and administration of the UCCM Police Service or any or all of the arrangements made under this Agreement, the terms of which shall be agreed to by the Parties.
- 22.2 The costs of such an evaluation will be funded by Canada and Ontario to an amount agreed to by the Parties at the time of such an evaluation.

ARTICLE 23: RATIFICATION

- 23.1 Each party hereby covenants that it has obtained all ratifications and approvals necessary in order to make this Agreement binding upon itself.

ARTICLE 24: TERMINATION

- 24.1 The Parties may terminate this Agreement by giving the other Parties written notice of termination. Termination of the Agreement shall be effective ninety (90) days following delivery of the notice of termination in accordance with Article 21.

ARTICLE 25: GENERAL PROVISIONS

- 25.1 All references in this Agreement to "Canada" and "Ontario" shall be interpreted so as to include, where appropriate, their duly authorized representative(s).
- 25.2 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 25.3 Time shall be of the essence of this Agreement.
- 25.4 This Agreement will be governed by and construed in accordance with the laws in force in Ontario.
- 25.5 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.
- 25.6 This Agreement, including the Schedules, constitutes the entire Agreement between the Parties.
- 25.7 The Parties agree that the relevant provisions of the Police Services Act, 1990 of Ontario apply to all UCCM Police Officers covered by this Agreement.
- 25.8 Nothing in this Agreement shall be construed so as to preclude the OPP from discharging all duties under the Police Services Act of Ontario or under applicable statutory or common law.
- 25.9 Nothing in this Agreement shall be construed so as to preclude the Royal Canadian Mounted Police (RCMP) from discharging all duties under the Royal Canadian Mounted Police Act or under applicable statutory or common law.

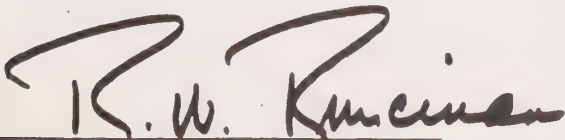
- 25.10 Nothing in this Agreement is to be read or construed as conferring upon the Board, the Commission, the Review Committee, the UCCM Police Service and their respective officers, employees, agents or contractors the status of officer, employee, servant or agent of, or partner or joint venturer with, Canada or Ontario.
- 25.11 No holder or former holder of a public office in the Government of Canada will obtain any direct or indirect benefit from this Agreement or, if he or she does, he or she will satisfy the requirements of the Conflict of Interest Code governing employees who are in or who have left the public service.
- 25.12 Pursuant to section 38 of the *Parliament of Canada Act*, it is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.
- 25.13 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned, duly authorized to that effect, have signed this Agreement.

Done in triplicate at _____ this _____ day of _____, 1995.

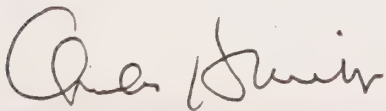


ON BEHALF OF CANADA,
THE SOLICITOR GENERAL OF CANADA



ON BEHALF OF ONTARIO,
THE SOLICITOR GENERAL AND
MINISTER OF CORRECTIONAL SERVICES

AND BY



THE MINISTER RESPONSIBLE FOR NATIVE AFFAIRS

James Saxon Hill
ON BEHALF OF THE ANISHINABEK OF COCKBURN ISLAND FIRST NATION,
THE CHIEF

Chief Jeanne Esquimaux
ON BEHALF OF THE OJIBWAYS OF SUCKER CREEK,
THE CHIEF

Richard Shumanda
ON BEHALF OF SHEGUIANDAH FIRST NATION,
THE CHIEF

Albert Sada
ON BEHALF OF SHESHEGWANING FIRST NATION,
THE CHIEF

Chief G. Hare
ON BEHALF OF WEST BAY FIRST NATION,
THE CHIEF

Leon M. Wapikone
ON BEHALF OF WHITEFISH RIVER FIRST NATION,
THE CHIEF

SCHEDULES

Schedule "A" Start-Up Budget

Schedule "B" Transition Budget

Schedule "C" Police Service Budget

Schedule "D" Police Commission Budget

Schedule "E" Review Committee Budget

SCHEDULE "A"

Start-Up Budget
1995/1996

TIMEFRAME	CANADA'S SHARE	ONTARIO'S SHARE	TOTAL
	\$57,200.00	\$52,800.00	\$110,000.00

SCHEDULE "B"

Transition Budget
1995

TIMEFRAME	CANADA'S SHARE	ONTARIO'S SHARE	TOTAL
October/November	\$19,240.00	\$17,760.00	\$37,000.00

SCHEDULE "C"

Police Service Budget 1995/1996 - 1997/1998

	1995/1996	1996/1997	1997/1998
Salaries & Benefits	\$ 818,464.00	\$ 865,643.00	\$ 909,735.00
Transportation and Communications	\$ 30,000.00	\$ 23,000.00	\$ 23,000.00
Services/Rent/Maintenance	\$ 57,136.00	\$ 59,757.00	\$ 55,300.00
Supplies & Equipment	\$ 124,400.00	\$ 98,600.00	\$ 70,965.00
Training	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL:	\$1050,000.00	\$1062,000.00	\$ 1074,000.00
Canada's Share	\$ 546,000.00	\$ 552,240.00	\$ 558,480.00
Ontario's Share	\$ 504,000.00	\$ 509,760.00	\$ 515,520.00

SCHEDULE "D"

Police Commission Budget 1995/1996 - 1997/1998

TIMEFRAME	GENERAL OPERATING	LIABILITY INSURANCE	TOTAL	CANADA'S SHARE	ONTARIO'S SHARE
1995/1996	\$35,000.00	\$35,000.00	\$70,000.00	\$36,400.00	\$33,600.00
1996/1997	\$37,000.00	\$38,000.00	\$75,000.00	\$39,000.00	\$36,000.00
1997/1998	\$33,000.00	\$42,000.00	\$75,000.00	\$39,000.00	\$36,000.00

SCHEDULE "E"

Review Committee Budget 1995/1996 - 1997/1998

TIMEFRAME	CANADA'S SHARE	ONTARIO'S SHARE	TOTAL
1995/1996	\$6,240.00	\$5,760.00	\$12,000.00
1996/1997	\$7,020.00	\$6,480.00	\$13,500.00
1997/1998	\$7,800.00	\$7,200.00	\$15,000.00

SECTION 5

HOBBEMA POLICE SERVICE

TRIPARTITE AGREEMENT

HOBBEMA 3N CORPORATION/CANADA/ALBERTA

October 1995

THIS AGREEMENT made as of the 1st day of October, 1995.

AMONG:

HOBHEMA 3N CORPORATION,
a non-profit corporation incorporated
under the laws of Canada
(herein referred to as the "Hobbema 3N Corporation")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Solicitor General of Canada
(herein referred to as "Canada")

WHEREAS

- A. The Parties wish to cooperate in the operation of effective and efficient policing services for the Reserve, consistent with the aspirations of the Ermineskin and Montana First Nations, the principles of the Police Act of Alberta and the objectives and funding framework specified in the First Nations Policing Policy (June, 1991);
- B. The Ermineskin and Montana First Nations are desirous that the Hobbema Police Service be responsible for maintaining peace, order and public security; providing effective, efficient, accountable and culturally sensitive policing services for the residents on the Reserve; preventing crimes and other offences; and apprehending offenders and bringing them to justice;
- C. The Parties agree that nothing in this Agreement shall be construed so as to abrogate or derogate from any aboriginal, treaty or other constitutional rights of the Parties hereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the following respective meanings:

- (a) **"Band Council"** means the Chief and Council of the each of the Ermineskin and Montana First Nations pursuant to the Indian Act, R.S.C. 1985, c.I-5;
- (b) **"Ermineskin First Nation"** means the Ermineskin Band No. 443 which has been established pursuant to the Indian Act;
- (c) **"fiscal year"** means the period beginning on April 1 in any year and ending on March 31 of the following year;
- (d) **"full policing responsibility"** means the responsibility to provide to the Reserve all policing services;
- (e) **"Hobbema Police Commission"** means the body established in Schedule "C" of this Agreement to govern the Hobbema Police Service;
- (f) **"Hobbema Police Service"** means the body established in Schedule "C" of this Agreement;
- (g) **"Implementation Committee"** means the Committee established under Section 9 of this Agreement;

- (h) **"Master Agreement"** means the Hobbema Police Service Master Agreement entered into among the Ermineskin First Nation and Montana First Nation, and Hobbema 3N Corporation which came into force on April 6, 1995;
- (i) **"Montana First Nation"** means the Montana Band No. 442 which has been established pursuant to the Indian Act;
- (j) **"Parties"** means the Hobbema 3N Corporation, Alberta and Canada;
- (k) **"Provincial funding restriction"** means a situation occurring during a fiscal year during which this Agreement is in force where:
 - (i) the Legislative Assembly of the Province of Alberta by appropriation approves a lesser amount than that put forward in the budget estimates by Alberta Justice; or
 - (ii) Pursuant to policy directives of Alberta or the Provincial Treasurer of Alberta, expenditure of Provincial Government monies, even if originally appropriated for purposes such as those described in this Agreement, is for reasons related to government fiscal restraint to be wholly or partially discontinued, reduced or restricted.
- (l) **"Reserve"** means those lands that have been set aside under the Indian Act for the use and benefit of Ermineskin First Nation and Montana First Nation, more particularly in the case of the Ermineskin First Nation, the Ermineskin Reserve No. 138; in the case of the Montana First Nation, the Montana Reserve No. 139;
- (m) **"Review Committee"** means the Committee established under Section 10 of this Agreement; and

SECTION 2: PURPOSE

2.1 The purposes of this Agreement are:

- (a) to recognize and establish the Hobbema Police Service and the Hobbema Police Commission pursuant to this Agreement;
- (b) to set out the terms, conditions and relationships among the Parties for the development and operation of the Hobbema Police Service and the Hobbema Police Commission; and
- (c) to provide funding for the Hobbema Police Service and the Hobbema Police Commission according to the Multi-Year Funding Plan set out in Schedule "B".

- 2.2 In order to achieve the purposes of this Agreement and the concurrent exercise of responsibilities, the Band Councils of each of the Ermineskin and Montana First Nations will pass a Band Council Resolution pursuant to the Indian Act, which will authorize the Chief on behalf of each of the Band Councils to authorize and approve the arrangements made in this Agreement pursuant to their authority and responsibility for the governance of their respective First Nations, and Alberta's Minister of Justice and Attorney General may authorize and approve this Agreement as an arrangement under Section 5(1) of the Police Act of Alberta, S.A. 1988, Chapter P-12.01, and the Solicitor General of Canada may approve this Agreement pursuant to his responsibilities under Order in Council PC 1992-270.

SECTION 3: SCHEDULES

- 3.1 The following schedules are hereby incorporated into and constitute part of this Agreement:

Schedule "A" - Hobbema Police Service Implementation Plan - 1995/2000;

Schedule "B" - Multi-Year Funding Plan; and

Schedule "C" - The Hobbema Police Service and the Hobbema Police Commission.

SECTION 4: TERM OF THIS AGREEMENT

- 4.1 Notwithstanding the date on which this Agreement is executed, this Agreement shall be in effect from October 1, 1995, until March 31, 2000, subject to termination provisions contained in this Agreement.
- 4.2 If the Parties agree in writing prior to March 31, 2000, the provisions of this Agreement shall remain in force pending a renewal, extension or renegotiation.

SECTION 5: RESPONSIBILITIES OF THE HOBHEMA 3N CORPORATION

- 5.1 The Hobbema 3N Corporation shall ensure that the Hobbema Police Service shall proceed toward assuming full policing responsibility in the stages set out in Schedule "A" and, by Schedule "C" establish and operate the Hobbema Police Service on the Reserve consistent with this Agreement and the provisions of the Police Act of Alberta.
- 5.2 The Hobbema 3N Corporation shall, through the Hobbema Police Commission, ensure that the Hobbema Police Service shall provide, during the term of this Agreement, adequate and effective policing services to the Reserve.

- 5.3 The Hobbema 3N Corporation shall ensure that the Hobbema Police Service maintains complete and up-to-date operational records and provide information pertaining to such records as Canada and Alberta may request.
- 5.4 The Hobbema 3N Corporation shall maintain the Hobbema Police Commission, pursuant to Schedule "C" and this Agreement and consistent with the principles set out in the Police Act of Alberta, to develop policies governing the management and operation of the Hobbema Police Service, to establish grievance procedures, to ensure accountability of the Hobbema Police Service to the communities it serves and to appoint a Chief of Police to administer the Hobbema Police Service.
- 5.5 The Hobbema 3N Corporation shall provide or make provisions for adequate facilities for the Hobbema Police Service which include:
- (a) an area for the reception of the public;
 - (b) an area for secure processing and holding of a person detained, arrested or imprisoned; and
 - (c) secure area for the private meeting between a person and legal counsel.

SECTION 6: ALBERTA'S RESPONSIBILITIES

- 6.1 Alberta shall:
- (a) determine minimum policing standards for use by the Hobbema Police Service and appoint the members of the Hobbema Police Service as peace officers, pursuant to the Police Act of Alberta;
 - (b) provide financial support as referred to in Section 11 and according to the Multi Year Funding Plan set out in Schedule "B";
 - (c) provide professional policing advice through the office of Alberta's Director of Law Enforcement;
 - (d) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Hobbema Police Service: and
 - (e) ensure that adequate and effective policing is maintained on the Reserve by providing, through the tripartite process, policy direction, program evaluation and financial reviews.

- 6.2 Acting on the recommendation of the Review Committee, Alberta's Minister of Justice and Attorney General may pursuant to his power and under Section 5(1) of the Police Act of Alberta, exempt the Reserve from the operation of the appropriate provisions of the Police Act of Alberta, and may, concurrently with the Hobbema Police Commission, assign to the Hobbema Police Service full policing responsibility. Alberta's Minister of Justice and Attorney General may then, with the exception of protocol arrangements to be determined, withdraw the Provincial Police Service, provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Alberta and Canada.
- 6.3 Where the Hobbema Police Commission is of the opinion that adequate and effective policing services cannot be provided by the Hobbema Police Service, it may request Alberta's Minister of Justice and Attorney General to take such action to ensure that adequate and effective policing services to the Reserve are resumed.
- 6.4 Where in the opinion of Alberta's Minister of Justice and Attorney General adequate and effective policing services are not being maintained by the Hobbema Police Service, Alberta's Minister of Justice and Attorney General may take such action to ensure that adequate and effective policing on the Reserve is resumed, including if necessary reassignment of the Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta to provide policing services on the Reserve and withdraw the authority which he granted under Section 6.2 of this Agreement.

SECTION 7: CANADA'S RESPONSIBILITIES

- 7.1 Canada shall:
- (a) provide financial support as referred to in Section 11 and according to the Multi Year Funding plan set out in Schedule "B";
 - (b) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Hobbema Police Service; and
 - (c) through the tripartite process provide program evaluation and financial reviews during the term of this Agreement.

SECTION 8: CO-ORDINATION

- 8.1 Alberta shall discuss with the Hobbema 3N Corporation proposed changes to Alberta's policing policies or legislation which would directly affect any arrangements under this Agreement.

- 8.2 In the event the Police Act of Alberta is amended so as to affect arrangements under this Agreement, the Parties agree to forthwith discuss possible changes to this Agreement, to ensure consistency with all statutory amendments.
- 8.3 The Parties agree to participate as members of tripartite committees as the Parties deem necessary.

SECTION 9: IMPLEMENTATION COMMITTEE

- 9.1 The Parties agree to establish an Implementation Committee consisting of the following representatives or their alternates:
- (a) 3 representatives of the Commission;
 - (b) 1 representative of Alberta;
 - (c) 1 representative of Canada;
 - (d) 1 representative of the Royal Canadian Mounted Police "K" Division; and
 - (e) the Police Chief of the Hobbema Police Service.
- 9.2 The Implementation Committee is responsible for the implementation of the Hobbema Police Service Implementation Plan 1995/2000, attached as Schedule "A" to this Agreement, which includes the following:
- (a) develop terms of reference concerning:
 - (i) recruit field training;
 - (ii) training in the administration and operation of the Hobbema Police Service; and
 - (iii) the transition of policing duties from the Royal Canadian Mounted Police to the Hobbema Police Service.
 - (b) assist the Commission as required in:
 - (i) providing professional policing advice and information; and
 - (ii) developing policies and procedures concerning the operation of the Hobbema Police Service.
 - (c) report regularly and as required to the Commission and the Review Committee.

- 9.3 The Implementation Committee shall remain in existence until the Hobbema Police Service assumes full policing responsibility.
- 9.4 The Implementation Committee shall meet on such basis as it determines and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings, reporting and any other matter as required.

SECTION 10: REVIEW COMMITTEE

- 10.1 The Parties agree to establish a Review Committee consisting of the following representatives or their alternates:
- (a) Alberta's Director of Law Enforcement;
 - (b) the Officer in Charge, Criminal Operations, Royal Canadian Mounted Police "K" Division;
 - (c) the Chairman of the Hobbema Police Commission, and one representative from each of Ermineskin and Montana First Nations; and
 - (d) a representative of Canada.
- 10.2 The Review Committee shall:
- (a) review developmental progress of the Hobbema Police Service and recommend to the Commission any remedial action that may be required;
 - (b) determine developmental progress and readiness of the Hobbema Police Service to assume responsibility for the next level of occurrences and report that to the Commission;
 - (c) report to the Alberta's Minister of Justice and Attorney General, Canada and the Commission when the Hobbema Police Service is considered ready to assume full policing responsibility; and
 - (d) remain in place for one year after the Hobbema Police Service assumes full policing responsibility.
- 10.3 The Review Committee shall meet on such basis as it determines and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings, reporting and any other matter as required.

SECTION 11: FINANCIAL ARRANGEMENTS

- 11.1 During the term of this Agreement and subject to appropriations by Parliament and the Legislature of the Province of Alberta, Canada and Alberta shall provide contributions to the Hobbema 3N Corporation on behalf of the Hobbema Police Service at a rate of 52% for Canada and 48% for Alberta.
- 11.2 Notwithstanding anything in this Agreement, if a Provincial funding restriction occurs, the liability and obligation of Alberta to provide funding or make a payment under this Agreement shall be reduced by an amount or percentage equivalent to the Provincial funding restriction, upon the giving by Alberta to Canada and the Hobbema 3N Corporation of sixty (60) days written notice of the existence of a Provincial funding restriction.
- 11.3 The contributions referred to in sub-section 11.1 shall consist of financial contributions set out in Schedule "B" and such other contributions for the provision of policing services by the Hobbema Police Service as may be agreed to in writing, from time to time, by Canada and Alberta.
- 11.4 In no event shall the financial contributions provided by Canada and Alberta to the Hobbema 3N Corporation exceed the amounts set out in Schedule "B".
- 11.5 The Hobbema 3N Corporation may at its own cost enhance policing services beyond the level of policing standards equivalent to the generally accepted policing standards in the Province.
- 11.6 Without precluding special arrangements, Canada and Alberta shall pay the Hobbema 3N Corporation the financial contributions set out in Schedule "B" in accordance with a mutually agreed upon cash flow for each fiscal year during the term of this Agreement.
- 11.7 The financial arrangements under this section shall not cover additional costs incurred because of unforeseeable and exceptional events of a temporary nature. The Parties agree to discuss any such exceptional event having an impact on policing costs.
- 11.8 Notwithstanding the amount of money agreed in this section to be contributed by Canada and Alberta, the Hobbema 3N Corporation agrees that Alberta and Canada shall have the right to reduce amounts otherwise payable under this Agreement if one or both of the Ermineskin and Montana First Nations withdraws from the Master Agreement, effective the date that such withdrawal occurs. The reduction in contribution level shall be as agreed to among the Hobbema 3N Corporation, Alberta, and Canada and failing agreement as determined by an arbitral tribunal appointed under the Commercial Arbitration Act S.C. c. C-34.6. The arbitrators so appointed shall be governed by the procedures for arbitration set out in the Commercial Arbitration Act.

SECTION 12: REPORTING AND USE OF FUNDS

12.1 The Hobbema 3N Corporation agrees to:

- (a) maintain financial records in accordance with generally accepted accounting principles, as prescribed in the Canadian Institute of Chartered Accountants' Handbook;
- (b) engage a duly qualified accountant to prepare annual audited financial statements on its operations under this Agreement;
- (c) submit to Canada and Alberta by June 30 following the end of each fiscal year during the term of this Agreement:
 - (i) a copy of the financial statement referred to in paragraphs 12.1(b);
 - (ii) an annual program activity report which would include but not be limited to crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate and effective policing services are being provided on the Reserve; and
- (d) grant Canada and Alberta and their representatives the right of access at all reasonable hours to the relevant Hobbema Police Service and Hobbema Police Commission facilities and to all financial and other records pertaining to this Agreement.

12.2 The Hobbema 3N Corporation agrees to use the appropriated financial contributions provided by Canada and Alberta under this Agreement solely for the delivery of policing services.

12.3 Except in the case of termination as outlined in section 14 of this Agreement and subject to sub-section 12.2, the Hobbema 3N Corporation may retain financial contributions according to the Multi Year Funding Plan set out in Schedule "B" which have not been expended at the end of each fiscal year for use in subsequent fiscal years solely for the purpose of providing policing services.

12.4 The Hobbema 3N Corporation is solely responsible for the management of the contributions according to the Multi Year Funding Plan set out in Schedule "B" and for any deficit incurred by the Hobbema Police Service and the Hobbema Police Commission.

SECTION 13: REMEDIAL ACTION

13.1 Remedial action referred to in this section and section 14 shall be interpreted as any action which has, or may have, the effect of remedying any:

- (a) non-compliance by the Hobbema 3N Corporation with any of the terms of this Agreement;
or

- (b) deficiencies of the Hobbema 3N Corporation in the implementation of its obligation pursuant to this Agreement
- 13.2 If the Hobbema 3N Corporation's audited financial statement referred to in paragraph 12.1 (b) are qualified, denied an opinion, or indicate a deficit, or if the annual program activity report indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Hobbema 3N Corporation shall forthwith provide Canada and Alberta with clear explanation of the causes of such deficiencies and may be required by Canada and/or Alberta to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Hobbema 3N Corporation for the approval of Canada and/or Alberta within the later of 90 days from the date of the request for such a plan by Canada and/or Alberta or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.
- 13.3 If the June 30 deadline for submitting the audited financial statement and the annual program activity report required by section 12 has not been met, Canada and Alberta may withhold further funds and may appoint an independent auditor, to whom the Hobbema 3N Corporation agrees to provide access to all records and files related to this Agreement.
- 13.4 The Parties agree to make every reasonable effort to reach mutually acceptable remedial action to problems which may arise resulting from the administration of this Agreement. Where the remedial action plan undertaken by the Hobbema 3N Corporation does not in the opinion of Canada or Alberta correct the problem, Canada or Alberta, in consultation with the Hobbema 3N Corporation, shall have the right to initiate any remedial action deemed appropriate in order to ensure that Canada's and Alberta's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with. Canada or Alberta shall advise the Ermineskin and Montana First Nations accordingly in writing.
- 13.5 If agreement cannot be reached with the Hobbema 3N Corporation on a remedial action plan within the time referred to in sub-section 13.2, Canada or Alberta may initiate any appropriate remedial actions.

SECTION 14: TERMINATION

- 14.1 If remedial action is not in the opinion of Canada or Alberta successful, or if the Hobbema 3N Corporation breaches any provision of this Agreement, Canada or Alberta may terminate this Agreement upon giving such period of notice in writing as it deems appropriate.
- 14.2 In addition to any other method provided for terminating this Agreement, any party may terminate this Agreement as of March 31 of any year during the term of the Agreement by serving at least 90 days notice in writing on the other parties indicating the intent and reason for such termination.

- 14.3 If this Agreement is terminated by any party, Canada, Alberta and the Hobbema 3N Corporation agree to negotiate at that time an agreement respecting the nature, scope and conditions of the policing services to continue to be delivered. Such decisions will be communicated in writing.
- 14.4 Upon termination of this Agreement by any party,
- (a) the Hobbema 3N Corporation shall:
- (i) ensure that all outstanding accounts have been satisfied for services rendered up to and including the day of termination: and
 - (ii) refund all unexpended funds to Canada and Alberta within 90 days of the termination of this Agreement; and
- (b) Canada and Alberta shall pay the Hobbema 3N Corporation for services provided up to the termination date, as well as reasonable costs incurred after the termination date and necessary in the opinion of Canada and Alberta arising from this Agreement or its termination. All decisions pertaining to termination will be communicated in writing.

SECTION 15: LIABILITY

- 15.1 The Hobbema 3N Corporation shall indemnify and hold harmless Canada and Alberta and their respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly, out of any act or omission of the Hobbema 3N Corporation, its respective employees or agents, including without restricting the generality of the foregoing the Hobbema Police Commission and the Hobbema Police Service, their employees or agents in the performance of this Agreement. Such indemnity shall survive this Agreement.
- 15.2 Neither Canada nor Alberta shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Hobbema 3N Corporation, the Hobbema Police Commission or the Hobbema Police Service, their respective employees or agents in the performance of this Agreement.
- 15.3 The Hobbema 3N Corporation shall, without limiting their obligations herein, insure the operations of the Hobbema Police Commission and the Hobbema Police Service under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount of not less than \$5,000,000.00 per occurrence annual aggregate, if any, not less than \$15,000,000.00 insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability.

- 15.4 The Hobbema 3N Corporation shall maintain automobile liability insurance in an amount not less than \$2,000,000.00 on all vehicles owned, operated or licensed in the name of the Hobbema 3N Corporation and used in the performance of this Agreement.
- 15.5 Proof of all required insurance, in a form acceptable to Canada and Alberta, shall be promptly provided to Canada and Alberta upon request.
- 15.6 The Hobbema 3N Corporation shall obtain and maintain coverage under the Alberta Workers Compensation Act for all persons providing services under this Agreement.

SECTION 16: EVALUATION

- 16.1 The operation and administration of the Hobbema Police Service and the Hobbema Police Commission will be the subject of an independent evaluation, completed by evaluators to be selected by the Parties to this Agreement, and jointly funded by Canada and Alberta.
- 16.2 The purpose of the evaluation shall be to establish the effectiveness of the Hobbema Police Service and the Hobbema Police Commission and to determine the future direction of the Service and the Commission and their funding requirements.
- 16.3 The Parties agree to complete an evaluation prior to the expiry of the term of this Agreement.

SECTION 17: NOTICE

- 17.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or by facsimile as follows or to such other address or facsimile as is at any time by notice provided by a party in accordance herewith to the other parties:

- (a) Hobbema 3N Corporation
P.O. Box 570
Hobbema, Alberta
T0C 1N0
FAX: (403) 585-3862

- (b) To Alberta:
Minister of Justice and Attorney General of Alberta
320 Legislature Building
Edmonton, Alberta
T5K 2B6
FAX: (403) 422-6621

(c) To Canada:
Solicitor General of Canada
340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8
FAX: (613) 991-0961

- 17.2 Any writing given in the manner set out in sub-section 17.1 shall be deemed given if and when personally delivered or, if mailed in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.
- 17.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in sub-sections 17.1 and 17.2.

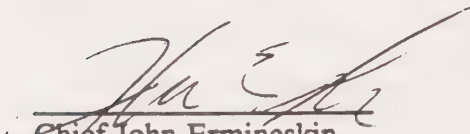
SECTION 18: GENERAL PROVISIONS

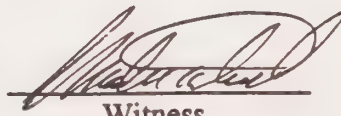
- 18.1 The Preamble is incorporated into and forms a part of this Agreement.
- 18.2 The headings are inserted for convenience of reference only and do not form a part of and are not to be used in the construction or interpretation of this Agreement or any portions thereof.
- 18.3 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta.
- 18.4 Each of the Parties shall take all actions as are reasonably within its power to control, and use its best efforts to cause other actions to be taken which are not within its power to control, so as to further comply with any conditions set out in this Agreement.
- 18.5 Time shall be of the essence of this Agreement.
- 18.6 Should any provision of this Agreement, in whole or in part, be or become invalid, illegal or not capable of performance, the validity or legality of the remaining provisions of this Agreement shall not be thereby affected. In any such case, in lieu of the invalid, illegal or inoperative provision, this Agreement shall be applied or interpreted in a reasonable manner which so far as legally permissible comes as close as possible to the application that the parties intended or would have intended according to the sense and purpose of this Agreement had they known of the invalidity, illegality or inoperativeness at the time of the execution of this Agreement.

- 18.7 A waiver of any breach of this Agreement or of any of the terms or conditions by any party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any party to complain about a default of the terms of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 18.8 The Hobbema 3N Corporation agrees to forthwith notify Canada and Alberta of proposals it receives or makes to amend the terms of the Master Agreement.
- 18.9 In the event of inconsistency between the terms of the body of this Agreement and any of its Schedules, the terms of the body of this Agreement shall govern, followed firstly by the terms of Schedule "C", secondly by the terms of Schedule "B", thirdly by the terms of Schedule "A", thereafter and finally by the terms of any subsequent schedule then in force.
- 18.10 This Agreement may be amended from time to time by agreement in writing by all parties.
- 18.11 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits therefrom.

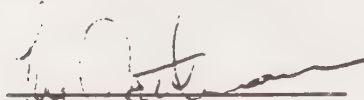
IN WITNESS WHEREOF the undersigned, duly authorized to that effect have signed the Agreement.


HOBHEMA 3N CORPORATION


Chief John Ermineskin
The Ermineskin First Nation


Witness

Nov. 28, 1995
Date


Chief Leo Cattleman
The Montana First Nation


Witness

Nov 29 / 95
Date

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA
AS REPRESENTED BY THE MINISTER OF JUSTICE AND ATTORNEY GENERAL

Brian Evans
Minister of Justice
and Attorney General

Dona Mastel
Witness

Dec 12/95
Date

Approved pursuant to the Alberta
Government Organization Act,

Ken Rostad
Minister of Federal
and Intergovernmental Affairs

Dana Andreassen
Witness

Dec. 7, 1995
Date

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

Herb Gray
Solicitor General of Canada

Martine Lincenmeis
Witness

January 19, 1996
Date

SCHEDULE "A"

POLICING IMPLEMENTATION PLAN 1995/2000

FOR

THE HOBBEEMA POLICE SERVICE

POLICING IMPLEMENTATION PLAN 1995/2000

PREFACE

The Ermineskin and Montana Chiefs and Councils have stated their increasing concern over "the escalation of crime and the resulting deterioration of social order, public security and personal safety in our communities." Crime rates in the Ermineskin and Montana First Nations have been and continue to be significantly higher than crime rates in non-First Nations communities in Alberta and elsewhere in Canada, particularly for violent crimes (crimes against "persons") and property crimes.

The Ermineskin and Montana Chiefs and Councils recognize that the policing services to the Ermineskin and Montana First Nations must address the socio-economic conditions prevalent in the Ermineskin and Montana First Nations and must understand and appreciate the Cree traditions and Cree spiritual values. A police force which addresses these conditions and appreciates these traditions and values will be able to provide the crime prevention programs and the law enforcement that the Ermineskin and Montana Cree First Nations require so critically.

The Ermineskin and Montana Chiefs and Councils have determined that an equitable and culturally sensitive police service which responds to the unique law enforcement requirements of the Ermineskin and Montana Cree First Nations can be best achieved through First Nations government arrangements for the administration of justice and policing in the Ermineskin and Montana First Nations.

Canada and Alberta have adopted policies which support First Nations' governance of policing and the administration of justice to their communities. These policies affirm the need to improve the level and quality of policing to First Nations communities by establishing equitable and culturally sensitive First Nations police services which are regionally based, managed and administered and which have a full range of policing duties and authorities. These policies also recognize that First Nations police officers who have similar cultural and linguistic backgrounds to members of the communities they serve can better appreciate and respond to the law enforcement requirements of their communities; and that locally based, managed and administered First Nations police services for First Nations communities will comply with modern policing principles and practices which dictate that a police force should reflect the composition and the needs of the communities it serves.

Considering the several policing alternatives available under these policies, the Ermineskin and Montana Chiefs and Councils adopted a Band Council Resolution to proceed with the development of the Hobbema Police Service as an autonomous and regionally based, managed and administered First Nations police service for the Ermineskin and Montana First Nations with a full range of policing duties and authorities consistent with the policing policies of Canada and Alberta and with Cree traditions and Cree spiritual values. The RCMP Detachment at the Hamlet of Hobbema will provide Full Policing Services on a transitional basis to the Ermineskin and Montana First Nations while the Hobbema Police Service is being organized and staffed through employment and training programs whereby qualified and experienced HPS Officers will be hired and HPS Recruits will

receive basic training at recognized police academies and field training by qualified and experienced HPS Officers or RCMP officers. The RCMP will be phased-out as the Hobbema Police Service assumes on a phased-in basis the duties and authorities for Full Policing Services to the Ermineskin and Montana First Nations.

The following schedule of implementation events identifies the essential arrangements that require completion in order to enable the Hobbema Police Service to develop the capabilities to provide Full Policing Services to the Ermineskin and Montana First Nations as specified in the Band Council Resolution. The arrangements outlined in this Policing Implementation Plan are incorporated into the Agreement and the Protocols. The completion dates scheduled for these arrangements have been estimated and do not include time for unforeseen contingencies. Arrangements can be completed prior to scheduled completion dates.

SCHEDULE OF PROPOSED IMPLEMENTATION EVENTS

<u>Date</u>	<u>Implementation Event</u>
Dec 16/93	<ul style="list-style-type: none"> - BCR adopted by the Ermineskin, Montana and Samson Chiefs and Councils approving Full Policing Services to the Ermineskin, Montana and Samson First Nations provided initially by the RCMP Hobbema Detachment on a transitional basis and subsequently by an autonomous and regionally based, managed and administered the Hobbema Police Service with a full range of policing duties and authorities. - Implementation Committee is formed.
Oct 1994.	<ul style="list-style-type: none"> - 8 HPS Officers and 7 HPS Recruits in Recruit Field Training (RFT) on April 1, 1995 - Interim protocols completed between RCMP and the Hobbema Police Service
Nov 1994	<ul style="list-style-type: none"> - Begin process to establish Hobbema 3N Corporation - HPS Recruits begin Police Officer Recruit Training at Alberta Justice Staff College on November 7, 1994 - Hobbema Police Commission established - Implementation and Review Committees to be established - Tripartite negotiations to begin - Hiring program for HPS Officers and HPS Recruits to begin
Apr 1995	<ul style="list-style-type: none"> - HPS Recruits graduate - HPS Recruits begin RFT with RCMP (6 months) - Implementation Committee considers qualifications and experience of HPS Officers hired

- Aug 1995
 - Plan renewed - Samson First Nation deleted from Policing Implementation Plan
 - New BCRs from Ermineskin and Montana First Nations
 - Reorganization from 3N Corporation to 2N Corporation
- Oct 1995
 - HPS Recruits complete RFT
 - HPS Officers begin Category "A" Occurrences for 6 - 9 months - Decision by Review Committee on number of qualified officers/RCMP displacements.
 - Review Protocols with RCMP
 - Funding begins for Hobbema Police Service
- Nov 1995
 - Target date for signing Tripartite Agreement
- Apr 1996
 - Implementation and Review Committees evaluate progress of Hobbema Police Service
 - HPS Officers begin Category " B" Occurrences
- Dec 1996
 - HPS Officers complete Category "B" Occurrences
 - Recommendation of the Review Committee to Hobbema Police Commission, the Ermineskin and Montana Chiefs and Councils, Alberta Minister of Justice and Attorney General, and Canada's Solicitor General regarding Full Policing Services by Hobbema Police Service to the Ermineskin and Montana First Nations
- Apr 1997
 - Approval by Alberta's Minister of Justice and Attorney General and by the Ermineskin and Montana Chiefs and Councils for the Hobbema Police Service to provide Full Policing Services to the Ermineskin and Montana First Nations
 - Letter to the Hobbema Police Service exempting the Hobbema Police Service from the Alberta Police Act pursuant to Sections 5 and 54 of the Alberta Police Act
 - BCR from Ermineskin and Montana Chiefs and Councils authorizing the Hobbema Police Service to provide Full Policing Services to the Ermineskin and Montana First Nations
 - The Hobbema Police Service assumes the duties and authorities for Full Policing Services to the Ermineskin and Montana First Nations
 - RCMP Hobbema Detachment withdraws services from the Ermineskin and Montana First Nations
 - Protocols between RCMP and the Hobbema Police Service for specialized services

I. BACKGROUND INFORMATION

A. COMMUNITY PROFILES

Ermineskin and Montana Reserves are located 10 kilometres south of Wetaskiwin. The Hamlet of Hobbema borders centrally between the Samson and Ermineskin Reserves.

Profile of the Ermineskin First Nation, a Treaty No. 6 Cree First Nation

Reserves:	Ermineskin #138 encompassing	25,441 acres
	Pigeon Lake #138A which is	
	held jointly Four Nations (Hobbema)	
		<u>4,750 acres</u>
	Total	30,191 acres

Accessible by: #138 road and railway
#138A road

Linguistic Characteristics: Algonquian Cree (parentage)
Plains Cree (dialect)

Population on Reserve: (as of 95-07-31)

On reserve:

Band Members:	2,042
Non-Band Members:	450

Total	2492
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Chief: John Baptiste Ermineskin

Administrator: Lesley Minde

Method of Selecting Chief and Council: Band Custom

Tribal Council Membership: Not affiliated

Economic Development:

On Reserve Businesses include an Ermineskin owned strip mall, a banking service provided by Peace Hills Trust (Samson owned), the Ermineskin tribal administration office, a large grocery store and a variety of other businesses

Education:

Band operated schools (K-12)
 School committee
 Provincial school supplies
 Counselling

Social Development:

Social assistance
 In home care

Policing:

RCMP and Hobbema Law Enforcement

Physical Infrastructure:**Community Facilities**

Day Care facility - 1
 Recreation Centre - 1
 Various administration offices (Band Administration, Education and trades Centre)
 Water and Sewer systems - (Community wells, mains, high lift pumphouse, water truck and reservoir, sanitary mains, lagoons, life stations, landfill sites and sewage truck)
 Roads - 110 km gravel, 2 km dirt - (gravel, surface treated, paved roads and one bridge)

Education Facilities:

Band operated facilities serving the Four Nations at Hobbema are located on Ermineskin Reserve. Kindergarten, primary, (grades 1 - 3) and elementary/junior high (grades 4 - 10).

Profile of the Montana First Nation, a Treaty No. 6 Cree First Nation**Reserves**

Montana #139 encompassing	6,890 acres
Pigeon Lake #138A which is held jointly by Four Nations(Hobbema)	
	<u>4,750 acres</u>
Total	11,730 acres

Accessible by: #139, road and railway
 #138A, road

Linguistic Characteristics: Algonquian Cree (parentage)
 Plains Cree (dialect)

Population on Reserve: (as of 95-07-31)

On reserve:

Band Members: 474

Non-Band Members: 154

Total: 628

Chief: Leo Cattleman

Administrator: Darrel Currie

Method of Selecting Chief and Council: Band Custom

Tribal Council Membership: Not affiliated

Economic Development:

On reserve, Montana owned businesses include Montana Band Arts and Crafts, Bobtail Farm & Ranch (breeder of Corriente cattle), Bobtail Feedlots, Trendwood Ltd. (Wholesale Lumber Broker, (Edmonton, Alberta), Fort Saskatchewan Town Houses and Diamond Five Rodeo Ranch Complex

There also are a variety of individual owned businesses and ranch operations on the Montana Reserve

Education:

Education Committee

Provincial School Supplies

Social Development:

Social assistance

In home care

Policing:

RCMP and Hobbema Law Enforcement

Physical Infrastructure

Day Care facility - 1

Recreation facilities - 2

Administrative office - 2

Several public works buildings (garages, storage, barns)

Water public works buildings (administration, pumphouse)

Water system (treatment system, community and
residential wells, livestock wells, standpipe
septic tanks, refuse site)
36 km roads

B. CURRENT LAW ENFORCEMENT STATUS

The Ermineskin and Montana Chiefs and Councils have recognized, for some time, the necessity for the policing services to the Ermineskin and Montana First Nations to address the socio-economic conditions and to reflect the traditional and spiritual values prevalent in their communities. In 1964, the Ermineskin, Montana, Samson and Louis Bull First Nations ("Hobbema Four Nations") took the initiative and organized the Hobbema Tribal Police with two (2) members as special constables providing limited policing services on the Ermineskin, Samson, Louis Bull, Montana and Pigeon Lake Reserves. The force of two (2) constables grew to seventeen (17) qualified special constables and trainees. Early in the 1980s, Hobbema Tribal Police encountered financial difficulties. Government funding was not made available and the Ermineskin, Louis Bull, Montana and Samson Cree First Nations could not continue to finance the Hobbema Tribal Police operations. In 1984, Louis Bull Band organized its own full policing service. Subsequently, Hobbema Tribal Police ceased to operate and Hobbema Law Enforcement (also known as Four Nations Law Enforcement) continued to provide special constable law enforcement services on the Ermineskin and Samson Reserves with a reduced staff.

In 1992, on the recommendation from the Ermineskin and Samson Chiefs and Councils, the RCMP established the RCMP Hobbema Detachment in the Hamlet of Hobbema which provides a full range of policing services to the Ermineskin and Samson First Nations and to the Hamlet of Hobbema. Hobbema Law Enforcement provides special constable services to the same locations. The RCMP Hobbema Detachment currently is staffed with sixteen (16) RCMP officers comprised of thirteen (13) RCMP constables, two (2) RCMP corporals and one (1) RCMP Staff sergeant. Hobbema Law Enforcement currently has a Chief of Police and seven (7) HPS Officers. The RCMP Hobbema Detachment and Hobbema Law Enforcement respond to complaints and investigate offences committed on the Ermineskin and Samson Reserves and in the Hamlet of Hobbema. The Montana and Pigeon Lake Reserves are policed by the RCMP Hobbema. Hobbema Law Enforcement also provides services to the Montana and Pigeon Lake Reserves.

The RCMP Hobbema Detachment enforces all federal laws (including the Criminal Code of Canada) and provincial laws.

Hobbema Law Enforcement has the duty and authority to enforce certain provincial and federal acts, in addition to Customary Cree Tribal Laws as follows, namely:

- Animal Protection Act
- Motor Vehicle Administration Act
- Highway Traffic Act
- Off Highway Vehicle Act
- Motor Transport Act

- Liquor Control Act
- Litter Act
- Young Offenders Act (Alberta)
- Young Offenders Act (Canada)
- Sections 30 and 31 of the Indian Act (Canada)

The following table summarizes the financial and operational responsibilities for policing on the Ermineskin, Louis Bull, Montana and Samson Cree First Nations existing prior to this Policing Implementation Plan.

Reserve	Police Service	Jurisdictional Duties	Financial Resourcing	Accountability
Ermineskin	Hobbema Law Enforcement Special Const.	Customary Cree Tribal Laws, some fed. and prov. statutes no criminal code powers	Ermineskin/ Samson 90% Federal 10%	HPS Commission
	RCMP	Full policing	Federal 30% & Alberta 70%	SG Canada and Minister of Justice Alberta
Samson	Hobbema Law Enforcement Special Const.	Customary Cree Tribal Laws, some fed. and prov. statutes, no criminal code powers	Ermineskin/ Samson 90% Federal 10%	HPS Commission
	RCMP	Full policing	Federal 30% & Alberta 70%	SG Canada and Minister of Justice Alberta
Montana	RCMP (Hobbema)	Full policing	Federal 30% & Alberta 70%	SG Canada and Minister of Justice Alberta
Pigeon Lake	RCMP (Hobbema)	Full policing	Federal 30% & Alberta 70%	SG Canada and Minister of Justice

The average number of crimes in the Ermineskin, Montana and Samson First Nations is more than four (4) times the average for Alberta. Studies and police data indicate that the crime rate (per population of 1,000) for the Ermineskin and Montana First Nations is

- six (6) times Alberta averages for violent crimes (crimes against the person);
- two (2) times Alberta averages for property crimes; and

- two (2) times Alberta averages for other criminal code offences.

A very high proportion of the crimes in the Ermineskin, Montana and Samson First Nations are committed by young offenders and are alcohol related. The average number of impaired convictions annually in the Ermineskin, Montana and Samson First Nations is more than four (4) times the average for non-First Nations communities of a comparable population size in Alberta. There also is a very high incidence of suicide in the Ermineskin, Montana and Samson First Nations which exceeds, by far, suicide rates in non-First Nations communities of comparable population size in Alberta.

The case load per officer at the RCMP Hobbema Detachment exceeds by more than two (2) times the average per officer case load in police services at non-First Nations Alberta communities of comparable population size. As a result, very little, if any, crime prevention programs have been undertaken by the RCMP Hobbema Detachment for the Ermineskin, Montana and Samson First Nations.

C. STATEMENT OF INTENT

The maintenance of social order, public security and personal safety in the Ermineskin and Montana First Nations is essential to the dignity and quality of life and the preservation of property on the Hobbema Lands and for the advancement of the Ermineskin and Montana Cree First Nations and their peoples. In pre-European times, each of these Cree First Nations maintained peace and good order among their members in accordance with well established customary laws and traditions. The Indian Act also recognizes that First Nations Chiefs and Councils had the power, jurisdiction and ancillary authorities to make tribal laws for the observance of peace and order, the maintenance of personal safety and public security and the preservation of property in their communities.

The Ermineskin and Montana Chiefs and Councils have been concerned for some time about the high crime rates in and the type of policing provided to the Ermineskin and Montana First Nations. To date, policing services to the Ermineskin and Montana First Nations have emphasized law enforcement with little, if any, community involvement. As a result, the police services have failed to address the socio-economic needs and reflect the special traditional and spiritual character of the Ermineskin and Montana Cree First Nations and to establish the crime prevention strategies and programs required by these communities. Effective community based and controlled law enforcement services and crime prevention programs and strategies which address the socio-economic conditions and reflect the traditional and spiritual character of the Ermineskin and Montana Cree First Nations must be developed to reduce the high crime rates in these Communities. Financial and other required resources must be made available to establish a Hobbema based detachment of First Nations police officers with a full range of policing duties and authorities which will be administered and managed by the Ermineskin and Montana Cree First Nations through First Nations governance.

The resources for the required community based and controlled Full Policing Services will be provided by Canada and Alberta pursuant to the Tripartite Agreement. This Agreement was entered into for the purpose of administering the Hobbema Police Service by both the Ermineskin and Montana Cree First Nations, Canada and Alberta on a without prejudice basis, respectively, to the inherent, aboriginal, treaty and constitutional rights of the Ermineskin and Montana Cree First Nations and to the constitutional rights and jurisdictional responsibilities of the Canada and Alberta. The parties to the Tripartite Agreement acknowledge that they each have a legitimate role in providing the law enforcement and preventive crime programs required by the Ermineskin and Montana Cree First Nations. They also understand that the Tripartite Agreement was not intended to resolve First Nations inherent, treaty and constitutional rights and the constitutional rights and jurisdictional responsibilities of Canada and Alberta in respect of policing and the administration of justice to the Ermineskin and Montana Cree First Nations.

This Policing Implementation Plan will address the immediate and long term policing needs and crime prevention programs for the Ermineskin and Montana Cree First Nations.

A coordinated joint policing program between the RCMP Hobbema Detachment based in the Hamlet of Hobbema and the Hobbema Police Service will provide immediate Full Policing Services to the Ermineskin and Montana First Nations. As soon as possible, and on a transitional phased-in basis with the RCMP Hobbema Detachment, the Hobbema Police Service will develop the capability to assume the policing duties and authorities to provide Full Policing Services to the Ermineskin and Montana First Nations. Resources will be made available immediately to implement the Full Policing Services required by the Ermineskin and Montana First Nations. Other processes will deal with the inherent, treaty and/or constitutional rights and the issues of jurisdiction and authorities of Canada, Alberta and the Ermineskin and Montana Cree First Nations.

Based on these understandings and agreements, the Ermineskin and Montana Chiefs and Councils have agreed to enter into the Tripartite Agreement and to establish the Hobbema Police Service to assume, through a transitional phased-in program with the RCMP Hobbema Detachment, the duties and authorities for Full Policing Services to the Ermineskin and Montana First Nations in accordance with Canada's First Nations Policing Policy. The transitional phased-in program with the RCMP Hobbema Detachment will provide for a timely and orderly transfer of policing duties and authorities to the Hobbema Police Service. In August 1995, the Ermineskin and Montana Chiefs and Councils adopted BCRs to proceed with these understandings and agreements. Copies of these BCRs are attached to this Schedule "A" as Appendix 1.

D. TERMS OF REFERENCE FOR HOBHEMA POLICE SERVICE

The Hobbema Police Service will be an autonomous regionally based and controlled police service and will have a full range of policing duties and authorities. Full Policing Services by the Hobbema Police Service will be consistent with policing principles and practices in Alberta and Canada and with Cree traditions and Cree spiritual values.

The Hobbema Police Service will be staffed through programs of (i) hiring qualified and experienced HPS Officers; (ii) hiring and training selected HPS Recruits; (iii) training administration personnel; and (iv) training police commissioners. Hobbema Police Service Personnel and commissioners on the board of the Hobbema Police Commission should understand and be able to work with Cree traditions and Cree spiritual values and it would be preferable if they could understand and/or speak Cree. First priority under the hiring program will be given to the search for and the selection and employment of a candidate with policing qualifications and experience for the position of Chief of Police for the Hobbema Police Service. The hiring program will also search for, select and employ qualified and experienced police officers as HPS Officers. The hiring program will be continued to supplement any shortfalls from the recruit training program.

Office staff such as dispatchers, clerks, guards, matrons, court liaison persons and elders will receive administrative police training.

Police Commissioners on the board of the Hobbema Police Commission will receive training regarding their duties and authorities as members of the Hobbema Police Commission for the Hobbema Police Service.

Training of HPS Recruits will be advanced in three (3) phases as follows:

- Phase I Police Officer Recruit Training: Basic police officer recruit training will be provided to HPS Recruits at Alberta's Justice Staff College for a period of sixteen (16) weeks or at other recognized police academies for such periods of time as may be required by such police academies.
- Phase II Recruit Field Training: Recruit field training will be provided to HPS Recruits by qualified and experienced HPS Officers or RCMP Constables at Hobbema, as required, for a period of six (6) months commencing at the conclusion of Phase I basic police officer recruit training. HPS Recruits will work under the direction of HPS Officers or RCMP Constables, as the case may be, during recruit field training.
- Phase III Categories of Occurrences: At the successful conclusion of basic police officer recruit training and Phase II recruit field training, there will be a graduated delegation of policing authorities and duties to the Hobbema Police Service for selected occurrences during the developmental phase. RCMP Constables or HPS Officers will oversee the performance of HPS Recruits during this developmental phase. Policing authorities and duties will be delegated incrementally over an estimated eighteen (18) months period to the Hobbema Police Service by the Hobbema Police Commission on recommendations from the Review Committee based on two (2) levels of occurrences from the least serious, category A occurrences to the most serious, category B occurrences.

At the successful conclusion of basic police officer recruit training and recruit field training and on the recommendation of the Review Committee, the Hobbema Police Commission may approve the delegation of authorities and duties for category A occurrences to the Hobbema Police Service.

After successful enforcement of category A occurrences by the Hobbema Police Service, the Hobbema Police Commission will consider, on recommendation of the Review Committee whether authorities and duties for category B occurrences should be delegated to the Hobbema Police Service. If the Hobbema Police Commission so approves, category B occurrences will be delegated to the Hobbema Police Service.

Authority and responsibility for police services shall be transferred to and assumed by the Hobbema Police Service in stages as follows:

Firstly, crime prevention programs and category A occurrences; and secondly, category B occurrences.

Crime prevention programs include,

- routine preventive policing, community patrols and security; and
- developing and delivering community based crime prevention programs.

Category A Occurrences include:

- Criminal Code driving offences including impaired driving, driving while disqualified and refusing the breathalyser (the RCMP will retain the right to enforce these offences when an accused is found in the act of committing such offences, however, the RCMP will not have the principal responsibility for the enforcement of Criminal Code driving offences);
- fail to appear in court and related matters;
- disturbance, damage, trespass and related matters;
- obstruct a police officer, the Hobbema Police Service members only;
- provincial statutes (RCMP will retain the right to enforce these statutes when an accused is found in the act of committing a breach thereof but the RCMP will not have the principal responsibility for the enforcement of provincial statutes);
- execution and service of warrants and legal documents;
- all land disputes involving the Ermineskin and Montana First Nations where police involvement is necessary;
- enforcement of all non-administrative Ermineskin and Montana Customary Cree Tribal Laws, including animal control;
- enforcement of the Indian Act;
- providing all necessary court documents for the Crown Prosecutor and the Courts;
- break, enter and theft;
- thefts and related matters;
- common assaults (non-life threatening);

- threats;
- escape and unlawfully at large;
- motor vehicle accidents where minor injuries occur;
- all summary conviction offences not covered in Category "B";
- fraud and related matters;
- bawdy house, prostitution, gaming (Part VII Criminal Code);
- morals (Part IV Criminal Code).

Category B Occurrences include:

- murder, attempted murder, manslaughter and infanticide;
- robbery;
- sexual offences;
- wounding and other assaults where injuries suggest death may result;
- arson and related matters;
- counterfeiting and related matters;
- hostage and abduction;
- any offence or incident involving death or where death may result from injuries;
- internal theft/fraud investigations into Hobbema Police Service Corporation Administration;
- motor vehicle accidents when serious injury and/or death occur.

After completion of the initial hiring program, each additional hiring program and each recruit training program and notwithstanding any other requirement hereunder, the Review Committee will consider the progress in policing made by the Hobbema Police Service and will make recommendations to the Hobbema Police Commission, the Ermineskin and, Montana Chiefs and Councils, the Solicitor General, Canada and the Minister of Justice and Attorney General, Alberta on the following matters, namely:

- the policing duties and authorities that can be assumed by the Hobbema Police Service and the date when the Hobbema Police Service can assume the full range of policing duties and authorities to provide Full Policing Services to the Ermineskin and Montana First Nations;
- whether recruit field training will be provided by HPS Officers or RCMP Constables; and
- the reduction of Full Policing Services and personnel by the RCMP Hobbema Detachment as the Hobbema Police Service assumes policing duties and authorities for Full Policing Services to the Ermineskin and Montana First Nations.

E. TRANSITIONAL PHASED-IN ASSUMPTION OF FULL POLICING SERVICES BY HOBHEMA POLICE SERVICE

As the Hobbema Police Service acquires qualified HPS Officers through hiring and/or recruit training programs and demonstrates successful enforcement of category occurrences and on the recommendation of the Review Committee and the approvals and authorizations by the Hobbema Police Commission, the Ermineskin and Montana Chiefs and Councils, Alberta and Canada, the

duties and authorities will be transferred to and assumed by the Hobbema Police Service for Full Policing Services to the Ermineskin and Montana First Nations; and as and when appropriate, RCMP staff at the RCMP Hobbema Detachment will be reduced accordingly. RCMP staff reductions will not occur if Full Policing Services to the Ermineskin and Montana First Nations will be affected adversely by such staff reductions.

Protocols entered into by the Hobbema Police Service and the RCMP Hobbema Detachment will identify the arrangements and working relationships between the Hobbema Police Service and the RCMP Hobbema Detachment for the transitional phased-in assumption of policing duties and authorities required by the Hobbema Police Service to provide Full Policing Services to the Ermineskin and Montana First Nations. As each hiring and each training phase is completed and as the Hobbema Police Service assumes policing duties and authorities, addenda to the Protocols will be added to reflect the assumption of policing duties and authorities by the Hobbema Police Service.

F. PROTOCOLS BETWEEN THE RCMP AND HOBBEMA POLICE SERVICE

Protocols will detail the working relationship between the Hobbema Police Service and the RCMP Hobbema Detachment so that Full Policing Services will continue to be provided 24 hours per day, 365 days per year to the Ermineskin and Montana First Nations. The Protocols will be consistent with the Tripartite Agreement and will include provisions pertaining to policing duties and authorities during the transitional phased-in period; the working relationship between the RCMP Hobbema Detachment and the Hobbema Police Service and procedures to resolve differences between the RCMP Hobbema Detachment and the Hobbema Police Service; operational matters such as training of HPS Recruits, shift scheduling, discipline, monitoring evaluation of HPS Recruits and equipment and building allocations; financial arrangements between the RCMP Hobbema Detachment and the Hobbema Police Service; the integration of HPS Officers hired pursuant to the Hobbema Police Service's fast track hiring program; and RCMP assurances not to recruit HPS Recruits or HPS Officers.

Protocols will recognize the necessity for the Hobbema Police Service to develop, through a transitional phased-in program with the RCMP Hobbema Detachment, a full range of policing duties and authorities and the jurisdiction to enforce federal laws (including the Criminal Code), provincial laws and Ermineskin and Montana Customary Cree Tribal Laws and to develop, implement, direct and monitor effective crime prevention strategies and programs for the Ermineskin and Montana First Nations.

II. THE HOBBEMA POLICE SERVICE AND HOBBEMA POLICE COMMISSION

Schedule "C" of this Agreement establishes the policing authorities and responsibilities for the Hobbema Police Service and the Hobbema Police Commission, including the following, namely:

- the policing authorities for the Hobbema Police Service;

- composition of the Hobbema Police Commission;
- the appointment and term of appointment for commissioners;
- the appointment of an elder or elders;
- procedure for meetings of the Hobbema Police Commission;
- powers and duties of the Hobbema Police Commission;
- Hobbema Police Commission's authority to establish policing policies and procedures;
- standards and procedures for hiring the police chief and police officers;
- procedure for complaints and discipline;
- general operational policies and procedures regarding matters such as detention facilities, uniforms, police service insignia, etc.

III. BUDGETS

The Hobbema Police Service's budgets will be prepared annually commencing with the budget for the Fiscal Year, April 1, 1995 to March 31, 1996. Among other matters, the budgets will provide the projected expenditure and funding requirements to carry out this Policing Implementation Plan by acquiring the manpower and equipment, providing the training, leasing the buildings and improvements and otherwise making the acquisitions and by operating the Hobbema Police Service to provide Full Policing Services as specified in the Tripartite Agreement.

Developmental budgets will be prepared and submitted to the Solicitor General, Canada to assist the Ermineskin and Montana Cree First Nations with costs incurred in developing the Full Policing Services to implementing the hiring program for qualified and experienced HPS Officers and the training programs for HPS Recruits and to otherwise develop the capability of the Hobbema Police Service to provide Full Policing Services to the Ermineskin and Montana First Nations.

IV. ORGANIZATION

A. STAFFING

RCMP statistics pertaining to policing requirements for the Ermineskin and Montana First Nations were examined to determine the manpower needs for (I) the RCMP Hobbema Detachment and Hobbema Police Service during the transitional phasing in period; (ii) an autonomous, community based and controlled the Hobbema Police Service with a full range of policing duties and authorities, and (iii) effective crime prevention programs for the Ermineskin and Montana First Nations. These statistics considered:

- (I) the geographical area that will be policed;

- (ii) the population of the Ermineskin and Montana First Nations, currently at approximately 3,200;
- (iii) the very high level of violent and property crimes;
- (iv) the high Criminal Code caseloads for officers policing these communities;
- (v) the very high level of alcohol related crimes;
- (vi) the high incidence of suicide;
- (vii) the lack of effective community based crime prevention strategies and programs and the need for such strategies and programs;
- (viii) the objectives of the Tripartite Agreement.

The two (2) organizational charts included herein identify the manpower requirements respectively for the RCMP Hobbema Detachment/ Hobbema Police Service during the transitional phased-in period, and for the autonomous Hobbema Police Service providing Full Policing Services to the Ermineskin and Montana First Nations. The final determination of the manpower required will be made by the Hobbema Police Commission on recommendations from the Review Committee.

B. WORKING CONDITIONS

Many First Nations controlled policing programs suffer from high attrition rates and morale and organizational problems. Some factors contributing to these personnel problems include non-competitive salaries and benefits, lack of job security, poor working conditions, inadequate equipment and facilities, lack of clear career paths and restricted opportunities for training and development. There is a shortage of fully trained First Nations police officers in Alberta. The RCMP and city police services are actively recruiting First Nations police officers. In order to establish a First Nations police service with a full range of policing duties and authorities, the Hobbema Police Service must offer salaries, benefits and working conditions comparable to those offered by the RCMP and city police services. Otherwise, the Hobbema Police Service will lose its police officers, as soon as they are trained, to the RCMP or to city police services offering better salaries, benefits and working conditions.

C. JOB DESCRIPTIONS

The following paragraphs provide a brief job description of the several positions with the Hobbema Police Service. More detailed requirements for HPS Officers and Chief of Police are specified in Schedule "C" to the Tripartite Agreement.

1. The Chief of Police

As senior manager of the Hobbema Police Service, the Chief of Police will be responsible for the administration, operations and fiscal control of Full Policing Services to the Ermineskin and Montana First Nations. On a daily basis, the Chief of Police must ensure

that law enforcement, investigations and other functions of HPS Officers will be conducted expeditiously and in a professional manner. The Chief of Police is also responsible for records maintenance and office management.

The Chief of Police must identify policing needs for the Ermineskin and Montana First Nations and must develop and implement programs and strategies to deal with these needs.

The Chief of Police is responsible for maintaining the discipline of the police service.

The Chief of Police is accountable to the Hobbema Police Commission.

The Chief of Police must be an experienced police officer.

To qualify for Chief of Police an applicant must be a police officer with senior operational and administrative experience and must have completed bona fide police management and administration courses at a recognized police college.

2. Sergeant

The Sergeant provides direct supervision to the HPS Officers; attends the scene of exceptional major occurrences to direct the police investigation; monitors complaints, investigations and unit status to be aware of policing activities; communicates with the HPS Officers concerning their job performance; informs the HPS Officers of any changes in policy or procedures and practices preventative and corrective discipline.

The Sergeant shall supervise the day to day policing operations; provide direction, guidance, assessment and advice to the Chief of Police on major occurrences.

In addition to the above, the Sergeant will be assigned the responsibility as a crime prevention co-ordinator to develop, implement, direct and monitor effective community based crime prevention strategies and programs involving elders and other members of the Ermineskin and Montana First Nations.

The Sergeant is responsible to the Chief of Police for the performance of assigned tasks.

In the absence of the Chief of Police, the Sergeant assumes the responsibilities of the Chief of Police.

To qualify for Sergeant, an applicant must have at least three (3) years policing experience.

3. HPS Officers

HPS Officers must ensure compliance of the general population with all statutes and by-laws, investigate incidents of criminal activity, foster positive relations between the police and the public, protect life and property and maintain peace and good order on the Ermineskin and Montana First Nations. HPS Officers must perform all tasks related to maintaining peace and good order.

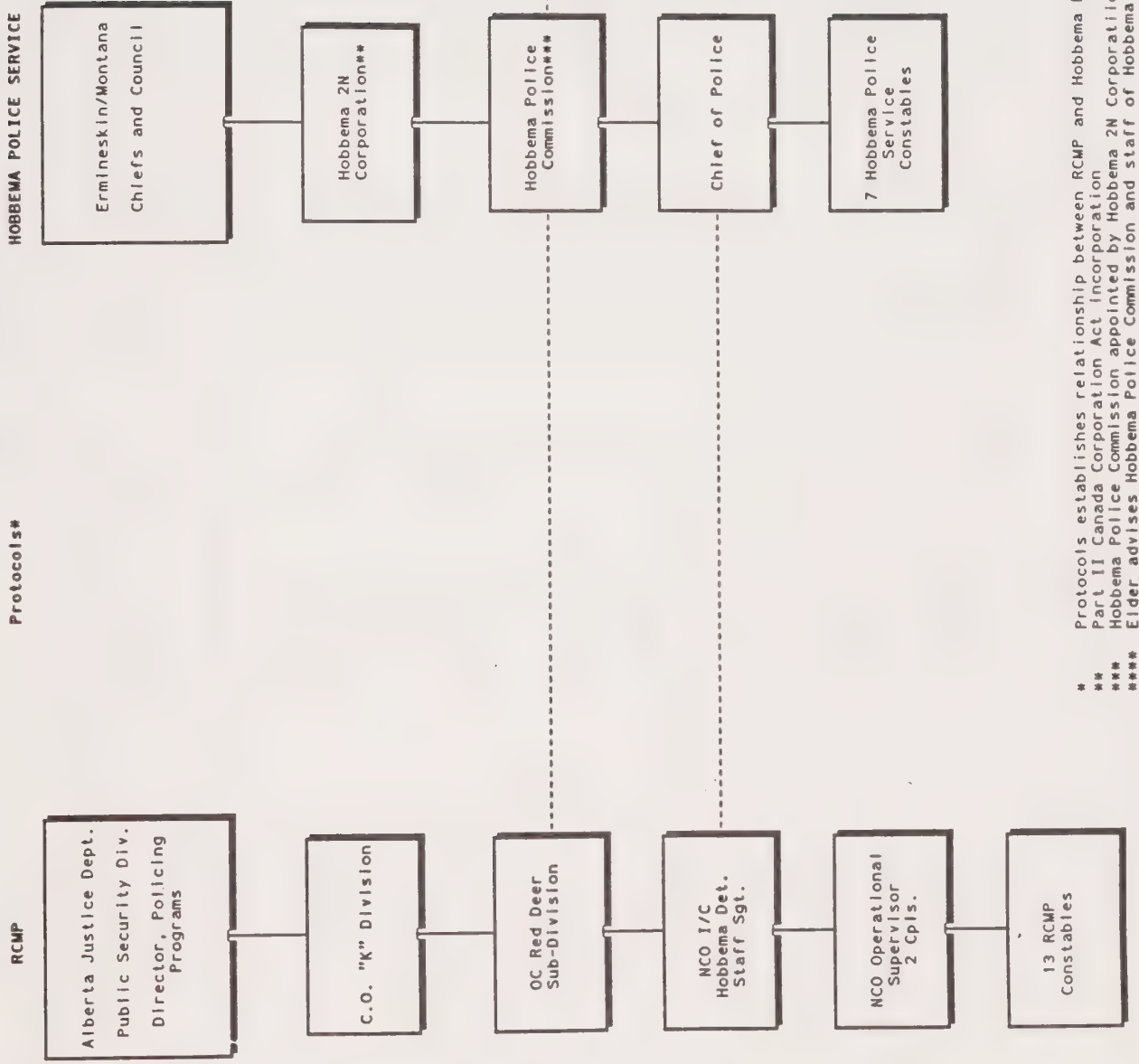
HPS Officers will be under the direct supervision of a Sergeant.

4. Elders

As the cultural and spiritual leader of the Hobbema Police Service, the Elder will be responsible for providing guidance and direction with respect to the Cree traditional and Cree spiritual values and practices pertaining to law enforcement and, in particular, crime reduction/prevention strategies and programs.

D. ORGANIZATIONAL CHARTS

RCMP HOBBEA AND HOBBEA POLICE SERVICE

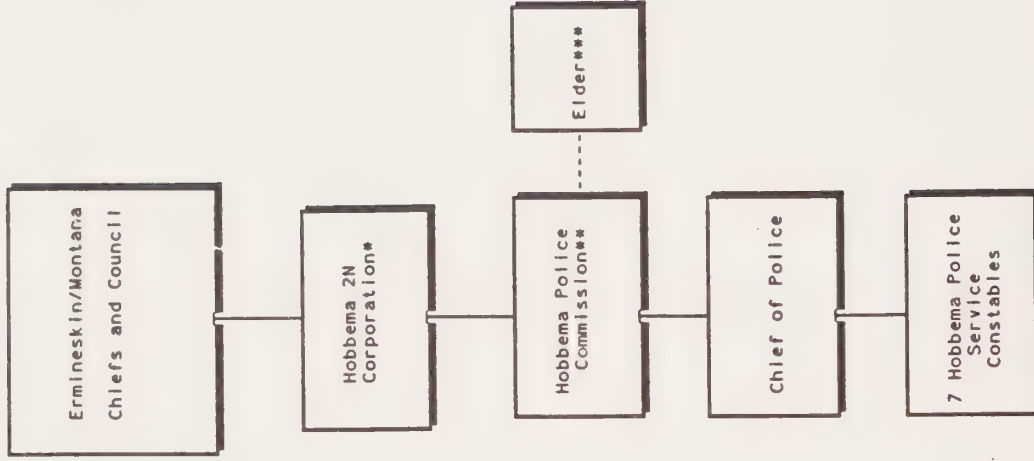


* Protocols establishes relationship between RCMP and Hobbema Police Service at all levels
** Part II Canada Corporation Act Incorporation
*** Hobbema Police Commission appointed by Hobbema 2N Corporation
**** Elder advises Hobbema Police Commission and staff of Hobbema Police Service

ORGANIZATIONAL CHART

FULL POLICING SERVICES

HOBBEMA POLICE SERVICE



* Part II Canada Corporation Act Incorporation
** Hobbema Police Commission appointed by Ermineskin and Montana Chiefs and Councils comprised of 1 councillor and 2 members respectively from each of the Ermineskin and Montana First Nations
*** Elder advises Hobbema Police Commission and staff of Hobbema Police Service

V. REQUIRED EQUIPMENT

The following sections identify the equipment that the Hobbema Police Service will require for Full Policing Service to the Ermineskin and Montana First Nations. Some of this equipment may be furnished initially by the RCMP or from existing Ermineskin/Montana inventory. All equipment so furnished will have to be replaced or purchased.

A. COMMUNICATIONS

The Hobbema Police Service will require a radio/telephone interconnect system operated by dispatcher(s) to receive complaints and to communicate with HPS Officers equipped with portable radios. The portable radios enable police officers to receive and transmit telephone calls and to communicate with the Communication Centres for the RCMP, the Edmonton City Police and the Calgary City Police. In addition, standard office communication equipment such as a photocopier, fax, etc. will be required.

The communication equipment required by the Hobbema Police Service is more particularly described as follows:

- base station;
- tower;
- radio/telephone interconnect system with links to other police telecommunications systems;
- 8 mobile units;
- 1 telecopier;
- 1 photocopier.

B. SOFTWARE/RECORD KEEPING SYSTEMS

The Hobbema Police Service will have to be equipped with all necessary software systems such as "PIRS", "PIMS", "CPIC" and other police operating software systems, a software accounting system, current police filing and diary date systems and a storage system for personnel and operational data. The RCMP Hobbema Detachment currently provides these systems.

C. TRANSPORTATION

The Hobbema Police Service will require police vehicles as noted below equipped with light bars, electronic sirens, emergency equipment, prisoner shields, up-to-date radios and electrically secured shotgun racks.

Ermineskin/Montana currently provide

<u>Number</u>	<u>Vehicles</u>
1	suburban
3	cars

D. FIREARMS AND OTHER EQUIPMENT

The Hobbema Police Service will require the following firearms and other equipment.

Firearms

- 1 shotgun per vehicle;
- 1 shotgun rack per vehicle;
- 1 hand gun per member plus 2 spare hand guns;
- 2 rifles.

Other Equipment

- 1 set of handcuffs for each member of the detachment plus 5 spare sets;
- 1 flashlight for each member of the detachment;
- 1 breathalyser and 1 back-up breathalyser;
- 1 body protector per member of the detachment;
- 2 - 35 mm. cameras and 1 Polaroid camera;
- special weapons and equipment, as necessary;
- office equipment/furnishings.

E. UNIFORMS

HPS Officers and HPS Recruits have a sufficient supply of uniforms.

VI. BUILDING FACILITIES

The Hobbema Police Service and the RCMP Hobbema Detachment currently occupy a 3,000 square foot building in the Hamlet of Hobbema which has the following space allocations:

- a public reception and waiting area;
- an administration area for management and clerical staff;
- an area for police officers to complete paperwork;
- a computer and communications area;
- an interview room;
- detention facilities (4 cells);
- staff meeting room;
- classroom;

- weight and exercise room;
- police, public and staff parking.

An assessment will have to be made to determine whether this building will provide the facilities that will be required by the Hobbema Police Service or whether improvements will have to be made to this building or whether a new building will have to be constructed.

VII. LEVEL OF POLICING SERVICE

The maintenance of peace and order and the protection of life and property in the Ermineskin and Montana First Nations will require the combined RCMP Hobbema Detachment and the Hobbema Police Service initially and the Hobbema Police Service subsequently to have the manpower, equipment and other resources to provide Full Policing Services to the Ermineskin and Montana First Nations 24 hours a day and 365 days a year as follows, namely:

1. the enforcement of federal and provincial statutes (including the Criminal Code) and Customary Cree Tribal Laws and the investigation of breaches of these laws, including timely access to emergency and tactical response services;
2. a response capability that will provide
 - immediate police dispatch and response in situations where the threat of personal injury is likely or where a crime is in progress,
 - police dispatch and response as quickly as possible in situations where damage to or loss of property is likely or where a crime has just occurred and a quick response will contribute to successful apprehension of the perpetrator, and
 - police dispatch and response at the earliest possible convenience in situations where neither of the two (2) preceding conditions exist;
3. the development and maintenance of effective community based crime prevention strategies and programs.

The Hobbema Police Service will provide regional based Full Policing Services which will require the development of a "police-community partnership" to address the local law enforcement and crime prevention concerns and needs of the Ermineskin and Montana First Nations. HPS Officers will be trained to be sensitive to the Cree traditions and Cree spiritual values and to have frequent and ongoing dialogue with members of the communities they serve.

A primary focus of the Hobbema Police Service will be crime prevention strategies and programs, community relations and the identification of the problems which are unique to the Ermineskin and Montana First Nations. Attention will be given to the special socio-economic problems and the problems facing the youths of these communities. A crime prevention coordinator will be appointed to ensure that effective community based crime prevention strategies and programs are developed, implemented, directed and monitored.

VIII. TRAINING

Basic police officer recruit training and firearms training for HPS Recruits will be provided at Alberta's Department of Justice Staff College in Edmonton or at other recognized police colleges.

Recruit field training for HPS Recruits will be provided by HPS Officers or by RCMP Constables stationed at Hobbema. HPS Recruits will also be trained in matters relevant to Full Policing Services in the Ermineskin and Montana First Nations such as alcohol awareness, suicide prevention, Cree traditions and Cree spiritual values.

Hobbema Police Service Personnel and members of the Hobbema Police Commission will be able to access additional specialized training courses offered by Alberta's Department of Justice Staff College and other police academies and police services.

IX. POLICING STANDARDS

In order to provide effective Full Policing Services to the Ermineskin and Montana First Nations, the majority of members of the Hobbema Police Service shall speak the Cree language and understand Cree traditions and Cree spiritual values. This ability also will enable the Hobbema Police Service to effectively communicate with the Ermineskin and Montana First Nations to determine the Full Policing Services required by the Ermineskin and Montana First Nations.

The Ermineskin and Montana First Nations are distinct societies with special policing needs. As such, it is imperative that the Hobbema Police Service identify these needs and assist the members of these Communities to overcome their law enforcement problems while, at the same time, operating within the parameters of a recognized and effective police service.

The Ermineskin and Montana First Nations have unique socio-economic conditions which impact on the level of crime and the law enforcement requirements of these Communities. The Hobbema Police Service will organize local meetings to ensure there is a good understanding of these conditions.

Some initial preventive policing programs to be developed may include the following:

1. **Neighbourhood Watch** - This program is intended to organize members of each of the Ermineskin and Montana First Nations so that they can watch over each other's property and report property crimes such as break and enter, thefts and vandalism. On occasion, community patrols will be organized to report suspicious or unlawful occurrences to the police. Such patrols have a deterrent effect and become a source of information concerning other police investigations.
2. **Child Welfare** - The Child Welfare program works in conjunction with the Neighbourhood Watch Program. Cases of neglect and abuse of children will be reported. The Hobbema Police Service and Social Services coordinate a plan of investigations and subsequent counselling as the individual cases may require. The safety of the child and prevention of child abuse are primary concerns. Drawing on traditional Cree values, each child becomes the responsibility of the community and is therefore to be protected accordingly.
3. **Range Patrol** - The Hobbema Police Service will work in conjunction with local stockmen to enforce Customary Cree Tribal Laws and programs to regulate the movement of livestock and to maintain fencing in order to prevent livestock thefts and to protect the rights of non-ranching neighbours from livestock encroachment.
4. **Alcohol and Drug Abuse** - Alcohol and drug abuse is the root of a majority of crimes and disturbances in the communities policed by the Hobbema Police Service. The Hobbema Police Service will participate in educational programs on alcohol and drug abuse to inform the communities on the disruptive nature of alcohol and drug abuse on the Ermineskin and Montana First Nations.

The above programs will be reviewed with elders and other members of the Ermineskin and Montana First Nations to ensure that they are effective. Other crime prevention strategies and programs will be established to combat the high crime rates in the Ermineskin and Montana First Nations.

APPENDIX 1

TO

SCHEDULE "A" - POLICING IMPLEMENTATION PLAN

BAND COUNCIL RESOLUTIONS

OCTOBER 30, 1991 AND DECEMBER 16, 1993 AND SEPTEMBER 29, 1995

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

13-00000-001 - N° de conseil
1991/92 774-082-003
Fin Référence - N° de référence du dossier

*11C The words "Fund" or "Band Fund" "Capital" or "Revenue", wherever they occur, mean, respectively, expenditures from Band Funds
*11E Les mots "frais bandes" "capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de bandes

The Council of the Le conseil de la bande indienne Samson and Ermineskin Bands		Current Capital Balance Solde de capital	\$ _____
Agency District	Edmonton/Hobbema	Committed Engagé	\$ _____
Province	Alberta	Current Revenue Balance Solde de revenu	\$ _____
Place Nom du lieu	Hobbema	Committed Engagé	\$ _____
Date	<u>30th</u> <u>October</u> AD 19 <u>1991</u> Day - Jour Month - Mois Year - Année		

DO HEREBY RESOLVE,
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS the following was passed at a duly convened meeting held on the 30th day of October 1991 with a quorum of the Hobbema Law Enforcement Commission being present;

UPON MOTION: Moved by: Brian Lee
Seconded by: Dolphus Buffalo
Carried Unanimously

WHEREAS the Hobbema Law Enforcement was organized and has been providing (herein called) "Law Enforcement Services" on the Samson and Ermineskin Reserves at Hobbema, Alberta;

WHEREAS the law enforcement officers of Hobbema Law Enforcement provide an essential link between the Cree people and communities on the above noted reserves with other local law enforcement authorities;

WHEREAS the Hobbema Law Enforcement coordinates its law enforcement services with and has the full support of the Royal Canadian Mounted Police and other local law enforcement agencies;

WHEREAS it is the intention of the Hobbema Reserves Chiefs and Council and Hobbema Law Enforcement Commission, to assume full and autonomous policing powers and responsibilities for their respective reserves at the earliest opportunity provided that program funding is allocated by the Federal Government and by the Province of Alberta in accordance with the standard funding formulas and other grants for police services;

A quorum for this Band
Pour cette bande le quorum est
consists of
est de _____
Council Members.
Membres du Conseil.

[Signature]
Council - Chairman
[Signature]
Council - Secretary
[Signature]
Council - Councilor
[Signature]
Council - Councilor

[Signature]
Chief - Chief
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Council - Councilor
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Council - Councilor

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
Band Fund Code Code du conseil ou bande	1. Current Balances - Solaires d'ordinaire		3. Expenditures - Dépenses	4. Authority (Proven Act Section) Autorité (clause de la Loi sur les impôts)
	A Capital	B Revenue - Revenu		
5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu		6. Agreement - Accord		
11a- _____		11b- _____		
11c- _____		11d- _____		



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - N° chronologique

File Reference - N° de référence du dossier

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions representing expenditures from Band Funds.
Les mots "des fonds de notre bande" "capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

The Council of the Le conseil de la bande indienne	Samson and Ermineskin Bands	Current Capital Balance Solde de capital	\$ _____
Agency District	Edmonton/Hobbema	Committed Engagé	\$ _____
Province	Alberta	Current Revenue Balance Solde de revenu	\$ _____
Place Nom de l'endroit	Hobbema	Committed Engagé	\$ _____
Date	Day - Jour Month - Mois AD 19 Year - Année		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS the Hobbema Reserves represented by the Hobbema Reserves Chiefs and Council wish to ensure that their treaty rights are fully protected and that any application for police training, funding or full policing power does not in anyway prejudice, jeopardize, adversely affect or otherwise derogate from the treaty rights and our unique relationship with the Federal Government be protected.

BE IT THEREFORE RESOLVED:

1. That the Samson Ermineskin and Montana Indian Bands severally and the Hobbema Law Enforcement Commission collectively request that the office of the Solicitor General of Alberta, at the expense of the Province of Alberta, provide basic training for the Hobbema Law Enforcement officers at the Solicitor General's Staff College in Edmonton, Alberta and directly thereafter provide field training, through the Royal Canadian Mounted Police for Hobbema Law Enforcement officers who have completed their basic training;
2. That the Hobbema Law Enforcement shall assume full policing powers and authorities, through the Hobbema Reserves for the Samson, Ermineskin and Montana Reserves at the earliest opportunity provided that adequate program funding is allocated to the Hobbema Law Enforcement by the Province of Alberta and the Federal Government in accordance with standard police force funding formulas and other grants

A quorum for this Band
Pour cette bande le quorum est

consists of
est de

Council Members.
Membres du Conseil.

(Chief - Chef)		
(Councillor - Conseiller)	(Councillor - Conseiller)	(Councillor - Conseiller)
(Councillor - Conseiller)	(Councillor - Conseiller)	(Councillor - Conseiller)
(Councillor - Conseiller)	(Councillor - Conseiller)	(Councillor - Conseiller)
(Councillor - Conseiller)	(Councillor - Conseiller)	(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Fund Code 1. Code du fonds ou du compte de budget	2. Capital Balance - Source d'endettement A Capital	3. Revenue - Revenu B Revenue - Revenu	4. Authority Indian Act Section Autorité (Article de la Loi sur les Indiens)	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
6. Prepared by - Préparé par			7. Approved - Approuvé	



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - N° chronologique

File Reference - N° de référence du dossier

NOTE The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de la bande indienne	Samson and Ermineskin Reserves	Current Capital Balance Solde de capital	\$ _____
Agency District	Edmonton/Hobbema	Committed Engagé	\$ _____
Province	Alberta	Current Revenue Balance Solde de revenu	\$ _____
Place Nom de l'endroit	Hobbema	Committed Engagé	\$ _____
Date	_____ AD 19 _____ Day - Jour Month - Mois Year - Année		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

3. All such training and funding is provided by the Province of Alberta to the Hobbema Law Enforcement Agency on the understanding and unequivocal undertaking by the Province of Alberta, the Solicitor General of Alberta and the Royal Canadian Mounted Police that the treaty rights, beliefs and principles of the Samson, Ermineskin and Montana membership is not in any way prejudiced, jeopardized or otherwise adversely affected by the acceptance of training, funding and grants from the Province of Alberta, the Solicitor General's office, the Royal Canadian Mounted Police or other related departments or programs.

A quorum for this Band
Pour cette bande le quorum est

consists of
est de _____

Council Members.
Membres du Conseil.

_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)
_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)
_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)
_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

Band Fund Code Code du fonds de la bande	2. Current Balance - Solde d'équilibre		3. Expenditure - Dépense	4. Authority (Indian Act Section) Autorité (Article de la Loi sur les Indiens)	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
	A. Capital	B. Revenue - Revenu			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

1992-93 774-082-99

File Reference - N° de ref. du dossier

BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE <u>Ermineskin, Montana and Samson Bands</u>		Current Capital Balance
LE CONSEIL DE LA BANDE INDienne		Solde de capital \$
AGENCY		Committed - Engagé \$
DISTRICT	<u>Edmonton/Hobbema</u>	Current Revenue balance
PROVINCE	<u>Alberta</u>	Solde de revenu \$
PLACE		Committed - Engagé \$
NON DE L'ENDROIT	<u>Hobbema</u>	
DATE	<u>16</u> DAY - JOUR <u>December</u> MONTH - MOIS AD 19 <u>92</u> YEAR - ANNÉE	

DO HEREBY RESOLVE:
 DÉCIDE, PAR LES PRÉSENTES:

WHEREAS each of the Ermineskin, Montana and Samson First Nations have inherent rights and obligations to maintain peace, social order, public security and personal safety for and in their respective communities based on their natural or customary laws from Pre-European times and their agreements in Treaty Six;

WHEREAS the Government of Canada has adopted a First Nations Policing Policy which supports First Nations self government initiatives for policing and affirms the need to improve the level and quality of policing to First Nations Communities by establishing equitable and cultural sensitive native police services which are community based, managed and administered.

WHEREAS the Ermineskin, Montana and Samson communities have serious concerns about the adequacy and quality of policing to their communities and the ability of existing police forces to provide the law enforcement and the crime prevention programs and strategies required by their communities;

WHEREAS the Councils for each of the Ermineskin, Montana and Samson First Nations represent and act for and on behalf of the citizens of their respective communities;

A quorum for this Bande
 Pour cette bande le quorum est

consists of
 fixé à

Council Members
 Membres du Conseil

[Signatures of Council Members]
 (Chief - Chef)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - BOLDRES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital \$	B. Revenue - Revenu \$			
6. Recommended - Recommandable			Approved - Approuvable		
Date			Date		
Recommending Officer - Recommandé par			Approving Officer - Approuvé par		

BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTE: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Current Capital Balance Solde de capital	\$
AGENCY	Committed - Engagé	\$
DISTRICT	Current Revenue balance Solde de revenu	\$
PROVINCE	Committed - Engagé	\$
PLACE		
NOM DE L'ENDROIT		
DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

DO HEREBY RESOLVE:
 DÉCIDE, PAR LES PRÉSENTES:

WHEREAS each of the Ermineskin, Montana and Samson Councils have determined that peace, social order, public security and personal safety can be maintained for and in their respective communities by establishing a professionally organized and operated autonomous regional native police service for their communities to be call the Hobbema Police Service with full policing authorities and responsibilities to provide culturally sensitive law enforcement and proactive crime prevention programs and strategies;

WHEREAS each of the Ermineskin, Montana and Samson Councils recognize that the development, establishment and operation of the Hobbema Police Service will require long term commitments and agreements with the Governments of Canada and Alberta pursuant to Canada's First Nations Policing Service;

WHEREAS each of the Ermineskin, Montana and Samson Councils understands that their inherent natural law rights and their Treaty Six rights will not be prejudiced or in any way affected by the agreements they will make with the Governments of Canada and Alberta and the protocols they will enter into with the Royal Canadian Mounted Police (the "R.C.M.P.") for policing by the Hobbema Police Service to their communities;

A quorum for this Band
 Pour cette bande le quorum est

consists of
 (fixé à)

Council Members
 Membres du Conseil

[Signatures of Council Members]
 (Chief - Chef)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépense	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		
\$	\$	\$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé			Approved - Approuvé	
Date			Date	
Recommending Officer - Recommandé par			Approving Officer - Approuvé par	

BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Current Capital Balance Solde de capital	\$
AGENCY	Committed - Engagé	\$
DISTRICT	Current Revenue balance Solde de revenu	\$
PROVINCE	Committed - Engagé	\$
PLACE		
NOM DE L'ENDROIT		
DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

DO HEREBY RESOLVE:
 DÉCIDE, PAR LES PRÉSENTES:

WHEREAS each of the Ermineskin, Montana and Samson Councils have passed this Band Council Resolutions in accordance with their respective customary laws and the authorities granted under the Indian Act and their respective Band Council by-laws.

THEREFORE BE IT RESOLVED BY EACH OF THE ERMINESKIN, MONTANA AND SAMSON COUNCILS THAT:

- a professionally organized and operated autonomous regional native police service called the Hobbema Police Service be developed and established for the Ermineskin, Montana and Samson communities pursuant to the First Nations Policing Policy of Government of Canada to provide culturally sensitive law enforcement and proactive crime prevention programs and strategies involving elders and other community leaders;
- the Hobbema Police Service be developed and established on a transitional phased-in program with the R.C.M.P. pursuant to protocols and agreements with the R.C.M.P. to provide transitional policing to the Ermineskin, Montana and Samson communities and training for recruits to the Hobbema Police Service during the period when the Hobbema Police Service was being developed, established and phased into policing operations for the Ermineskin, Montana and Samson communities;

A quorum for this Bande
 Pour cette bande le quorum est

consists of
 il est de
 Council Members
 Membres du Conseil

[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)

[Signature]
 (Chief - Chef)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
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 (Councillor - conseiller)

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 (Councillor - conseiller)
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 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital \$	B. Revenue - Revenu \$		5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé par			Approved - Approuvé par	
Date			Date	
Recommending Officer - Recommandé par			Approving Officer - Approuvé par	

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire des fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Current Capital Balance Solde de capital	\$
AGENCY	Committed - Engagé	\$
DISTRICT	Current Revenue balance Solde de revenu	\$
PROVINCE	Committed - Engagé	\$
PLACE NOM DE L'ENDROIT		
DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTES:

3. Marvin Littlechild, Darrell Strongman and Mel H. Buffalo are hereby authorized and directed to represent the Ermineskin, Montana and Samson Councils on a Planning Committee to be organized with representatives from the Governments of Canada and Alberta and the R.C.M.P. in order to develop and draft a Policing Implementation Plan, a Tripartite Agreement and a R.C.M.P. Protocol which will be the documentary basis for developing and establishing the Hobbema Police Service and the phased-in autonomous regional police services to be provided by the Hobbema Police Service to the Ermineskin, Montana and Samson communities;
4. The draft Policing Implementation Plan, Tripartite Agreement and R.C.M.P. Protocol, among other matters, will provide for
 - a) the development and establishment, on an expedited basis, of a full range of law enforcement duties and responsibilities for the Hobbema Police Service with jurisdiction to enforce federal laws (including the Criminal Code), provincial laws and band by-laws through a phased-in operational program with the R.C.M.P.;
 - b) proactive crime reduction programs on an expedited basis involving elders and other leaders from the Ermineskin, Montana and Samson communities;

A quorum for this Band
 Pour cette bande le quorum est

constituted of
 fixé à

Council Members
 Membres du Conseil

[Signatures of Council Members]

(Chief - Chef)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR A. Capital B. Revenue - Revenu	3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandable		Approved - Approuvable		
Date		Date		
Recommending Officer - Recommandé par		Approving Officer - Approuvé par		

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Bond Funds" "Capita!" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Bond Funds

NOTE: Les mots "des fonds de notre bande "Capita!" ou revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire les fonds des bandes

435/1115

3

DÉCIDE, PAR LES PRÉSENTES:

- c) an option to enlarge the Hobbema Police Service to integrate the policing requirements of other Treaty Six First Nations;
- d) salaries, benefits and working conditions for the staff of the Hobbema Police Service comparable to salaries, benefits and working conditions of other Alberta police services hiring native police officers; and
- e) assurances to the Ermineskin, Montana and Samson First Nations that their natural law rights, treaty rights and constitutional rights will be fully protected and that the Policing Implementation Plan, the Tripartite Agreement and the R.C.M.P. Protocol will not in any way prejudice, adversely affect or otherwise derogate from these rights.

5. Messrs. Marvin Littlechild, Darrell Strongman and Mel H. Buffalo shall liaise with and obtain instructions from the Hobbsa Police Commission when they are developing and drafting the Policing Implementation Plan, the Tripartite Agreement and the R.C.M.P. Protocol as members of the Planning Committee:

Council Members
Membres du Conseil

[Signature]

(Councilor - Council Office)

[Signature]







(Councilor - Council Office)

[Signature]

(Councilor - Council Office)

[Signature]

(Councilor - Council Office)


 (Chief - Chief)

 (Councillor - non-aligned)

 (Councillor - non-aligned)

 (Councillor - non-aligned)

 (Councillor - non-aligned)

 (Councillor - non-aligned)

12
G. H.
Borhan Ali
(Counsellor - councillor)
Borhan Ali
(Counsellor - councillor)
Borhan Ali
(Counsellor - councillor)
Borhan Ali
(Counsellor - councillor)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Head Fund Code Code du compte de fonds	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
	A. Capital	B. Revenue - Revenu		5. Source of Funds Source des fonds
	\$	\$	\$	<input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandable			Approved - Approuvable	
<div style="display: flex; justify-content: space-between;"> <div>Date</div> <div>Recommending Officer - Recommandé par</div> </div>			<div style="display: flex; justify-content: space-between;"> <div>Date</div> <div>Approving Officer - Approuvé par</div> </div>	

BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Current Capital Balance Solde de capital	\$
AGENCY	Committed - Engagé	\$
DISTRICT	Current Revenue balance Solde de revenu	\$
PROVINCE	Committed - Engagé	\$
PLACE		
NOM DE L'ENDROIT		
DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTES:

- The draft Policing Implementation Plan, Tripartite Agreement and R.C.M.P. Protocol shall be presented to each of the Ermineskin, Montana and Samson Councils for final approval;
- The Hobbema Police Commission is hereby authorized and directed to search for and to hire a native person with the required training and experience to act as the Police Chief for the Hobbema Police Service;
- The Hobbema Police Commission is hereby authorized and directed to do all that is necessary to establish the Hobbema Police Service in accordance with these Band Council Resolutions on an expedited basis.

A quorum for this Band
 Pour cette bande le quorum est

consists of
 fixé à
 Council Members
 Membres du Conseil

[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)

[Signature]
 (Chief - Chef)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
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 (Councillor - conseiller)

[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)
[Signature]
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDONNATEUR	3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandable		Approved - Approuvable		
Date Recommending Officer - Recommandé par		Date Approving Officer - Approuvé par		



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

Indian and Inuit Affairs

Affaires indiennes et inuit

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE MONTANA FIRST NATION		Current Capital Balance Solde de capital	\$
AGENCY		Committed - Engagé	\$
DISTRICT EDMONTON/HOBBEMA		Current Revenue balance Solde de revenu	\$
PROVINCE ALBERTA		Committed - Engagé	\$
PLACE			
NOM DE L'ENDROIT HOBBEMA			
DATE 29 09 95	DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNEE		

DO HEREBY RESOLVE:

DECIDE, PAR LES PRÉSENTES:

WHEREAS, the Montana First Nation Chief and Council has determined that it wishes to have its own stand alone police service with authority to carry firearms on the Montana Reserve;

AND WHEREAS, Chief Leo Cattleman has signed the Two Nations Police Services Master Agreement as authorized by Council in order to enter into a partnership arrangement to provide policing services with the Ermineskin First Nation;

AND WHEREAS, the Montana First Nation Chief and Council has met at a duly convened Council meeting with sufficient members to constitute a quorum to consider the Tripartite Agreement the parties to which are a Corporation to be called the Hobbema 3N Corporation, Her Majesty the Queen in Right of Alberta, and Her Majesty the Queen in Right of Canada for the purpose of putting the Hobbema Police Service into operation;

THEREFORE BE IT RESOLVED: that the Montana First Nation Chief and Council pursuant to their authority and responsibility for governance of their First Nation approves the arrangements set out in the said Tripartite Agreement and authorizes the Chief on behalf of the Band Council to sign the said Tripartite Agreement and other related documents.

A quorum for this Bande
Pour cette bande le quorum est

consists of 3
fixé à

Council Members
Membres du Conseil

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR A. Capital \$	B. Revenue - Revenu \$	3. Expenditure Dépense \$	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
6. Recommended - Recommandable			Approved - Approuvable		
Date			Date		
Recommending Officer - Recommandé par			Approving Officer - Approuvé par		



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	ERMINESKIN FIRST NATION	Current Capital Balance Solde de capital	\$
AGENCY		Committed - Engagé	\$
DISTRICT	EDMONTON/HOBBEMA	Current Revenue balance Solde de revenu	\$
PROVINCE	ALBERTA	Committed - Engagé	\$
PLACE			
NOM DE L'ENDROIT	HOBBEMA		
DATE	29 09 AD 19 95 DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS, the Ermineskin First Nation Chief and Council has determined that it wishes to have its own stand alone police service with authority to carry firearms on the Ermineskin Reserve;

AND WHEREAS, Chief John Ermineskin has signed the Two Nations Police Services Master Agreement as authorized by Council in order to enter into a partnership arrangement to provide policing services with the Montana First Nation;

AND WHEREAS, the Ermineskin First Nation Chief and Council has met at a duly convened Council meeting with sufficient members to constitute a quorum to consider the Tripartite Agreement the parties to which are a Corporation to be called the Hobbema 3N Corporation, Her Majesty the Queen in Right of Alberta, and Her Majesty the Queen in Right of Canada for the purpose of putting the Hobbema Police Service into operation;

THEREFORE BE IT RESOLVED: that the Ermineskin First Nation Chief and Council pursuant to their authority and responsibility for governance of their First Nation approves the arrangements set out in the said Tripartite Agreement and authorizes the Chief on behalf of the Band Council to sign the said Tripartite Agreement and other related documents.

A quorum for this Bande
Pour cette bande le quorum est

consists of 5
fixé à

Council Members
Membres du Conseil

(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)

(Chief - Chef)
(Councillor - conseiller)
(Councillor - conseiller)
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(Councillor - conseiller)
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(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR A. Capital B. Revenue - Revenu		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens
\$	\$		\$	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandable			Approved - Approuvable	
Date			Date	
Recommending Officer - Recommandé par			Approving Officer - Approuvé par	

SCHEDULE "B"

HOBBEMA POLICE SERVICE

MULTI-YEAR FUNDING PLAN

1995/96 - 1999/2000

1. 1995/96 Hobbema Police Service Funding Summary

Hobbema Police Service Approved Budget \$316,000

Total Budget \$316,000

REVENUE SUMMARY

Contribution by Canada and Alberta \$316,000

Total Revenue \$316,000

2. 1996/97 Hobbema Police Service Funding Summary

Hobbema Police Service Approved Budget \$632,000

Total Budget \$632,000

REVENUE SUMMARY

Contribution by Canada and Alberta \$632,000

Total Revenue \$632,000

3. 1997/98 Hobbema Police Service Funding Summary

Hobbema Police Service Approved Budget \$632,000

Total Budget \$632,000

REVENUE SUMMARY

Contribution by Canada and Alberta \$632,000

Total Revenue \$632,000

4. 1998/99 Hobbema Police Service Funding Summary

Hobbema Police Service Approved Budget	<u>\$632,000</u>
Total Budget	\$632,000

REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$632,000</u>
Total Revenue	\$632,000

5. 1999/2000 Hobbema Police Service Funding Summary

Hobbema Police Service Approved Budget	<u>\$632,000</u>
Total Budget	\$632,000

REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$632,000</u>
Total Revenue	\$632,000

SCHEDULE "C"

THE HOBBEMA POLICE SERVICE AND COMMISSION

THE HOBHEMA POLICE SERVICE AND COMMISSION

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THE HOBBEMA POLICE SERVICE AND COMMISSION

SECTION 1

This Schedule provides for the establishment of the Hobbema Police Service and the Hobbema Police Service Police Commission on the Ermineskin Reserve No. 138 and the Montana Reserve No. 139 in the Province of Alberta.

SECTION 2 - DEFINITIONS

In this Schedule,

- (a) **"Band Council"** means the Chief and Council of each of the Ermineskin and Montana First Nations as established by the Indian Act, R.S.C. 1985, c.1-5;
- (b) **"First Nations"** means the Ermineskin Band No. 443 and the Montana Band No. 442 which have been established pursuant to the Indian Act.
- (c) **"Board"** means the Hobbema Review Board established pursuant to the provisions of this Schedule to hear appeals from a disciplinary decision by the Chief of Police concerning a Police Officer or employee or by the Commission concerning the Chief of Police;
- (d) **"Commission"** means the Hobbema Police Commission established pursuant to this Schedule;
- (e) **"Police Officer"** refers to a person employed for the purpose of preserving and maintaining the public peace and means a person who is:
 - (i) appointed as a peace officer by the Province of Alberta pursuant to provisions of the Police Act; and,
 - (ii) is a member of the Police Service.
- (f) **"Police Service"** means the Hobbema Police Service;
- (g) **"Reserve"** means those lands that have been set aside under the Indian Act for the use and benefit of the Ermineskin First Nation and the Montana First Nation, more particularly, in the case of the Ermineskin First Nation, the Ermineskin Reserve No. 138; in the case of the Montana First Nation, the Montana Reserve No. 139.

SECTION 3 - RECOGNITION AND ADMINISTRATION OF THE HOBBEMA POLICE SERVICE

3.01 Recognition

The Police Service is hereby recognized as the body providing police service to the Reserve.

3.02 Administration of Police Service

Notwithstanding anything in this Schedule and pursuant to the authority granted to the Hobbema 3N Corporation by the Minister of Justice and Attorney General of Alberta, the Police Service, the Chief of Police and the Police Officers shall act under the direction of the Minister of Justice and Attorney General of Alberta in respect of matters concerning the administration of justice for and on the Reserve in the enforcement of those laws that the Government of Alberta is required to enforce.

SECTION 4 - ESTABLISHMENT OF POLICE COMMISSION

The Police Commission is hereby established to administer and enforce matters relating to the Police Service on behalf of and for the Hobbema 3N Corporation.

SECTION 5 - ADMINISTRATION OF POLICE COMMISSION

5.01 Members

- (a) The Commission shall consist of a maximum of eight (8) voting members.
- (b) The Commission shall be constituted as follows:
 - (i) A maximum of two (2) members appointed to the Commission shall be from any of the Band Councils, the Hobbema 3N Corporation, or the employees of the respective Band Councils and Hobbema 3N Corporation, one from each of the Ermineskin and Montana First Nations;
 - (ii) A maximum of six (6) of the members shall be appointed to the Commission, three (3) from each of the Ermineskin and Montana First Nations communities at large;
 - (iii) A maximum of two (2) elders (non voting members) shall be appointed to the Commission, one (1) from each of the Ermineskin and Montana First Nations.
- (c) To be eligible to be a member of the Commission, a person must:
 - (i) be a member of the respective First Nation, who is a resident on the First Nations's respective Reserve or within the vicinity of that Reserve;
 - (ii) be of good character; and,
 - (iii) have no criminal record or be eligible to be granted a pardon.

5.02 Term of Office

- (a) The term of office for a person appointed to the Commission shall be three (3) years or for such longer term as the Hobbema 3N Corporation may decide.
- (b) A member of the Commission may be re-appointed to the Commission after the expiration of his term.

- (c) Any member of the Commission may resign by sending a written notice of resignation to the Commission and the date of resignation shall be the date the letter of resignation is received.
- (d) If a person who is a member of a respective Band Council is a member of the Commission, that person's appointment to the Commission terminates upon that person ceasing to be a member of the respective Band Council.
- (e) If any member of the Commission dies, resigns or ceases to be a member of the Commission during the term for which he is appointed, the vacancy shall be filled as soon as possible thereafter and such appointment shall be effective only during the remaining term of the person vacating, unless re-appointed.

5.03 Oath

All persons appointed to the Commission shall take the oath set out in Appendix 1 hereto.

5.04 Remuneration or Allowance

The Hobbema 3N Corporation may provide for the payment of reasonable remuneration or allowance to members of the Commission.

5.05 Revocation of Appointment

- (a) A revocation of an appointment of a member to the Commission may only be made by a majority vote of respective Band Council that the member represents, for cause.
- (b) Revocation for cause of appointment includes where a Commission member:
 - (i) is absent from three (3) consecutive meetings of the Commission unless the absence is authorized by the Chairman or by resolution of the Commission;
 - (ii) discloses Commission business without the consent of the Chairman or of the Commission;
 - (iii) acts in a manner that is detrimental to the operation of the Commission or the Police Service or demonstrates unethical behavior;
 - (iv) is no longer eligible to be a member of the Commission as required by section 5.01(c); or,
 - (v) for any reasonable cause, provided that the same is approved by the majority vote of the respective Band Council.

5.06 Offices - Commission

(a) Chairman and Vice-Chairman

- (i) The members of the Commission shall at the first meeting of the Commission in each year elect from among their members a Chairman and one (1) or more Vice-Chairmen.
- (ii) The position of Chairman or Vice-Chairman:
 - (A) shall not be occupied by a member of a Band Council or a Band Council employee, and

- (B) if vacant, shall be filled with a permanent or temporary appointment before the Commission deals with any public complaint.

(b) Secretary

The office of Secretary to the Commission is hereby constituted and the position shall be filled by a person appointed by the Commission. The Secretary shall:

- (i) notify all members and advisors of the Commission of each regular and special meeting of the Commission;
- (ii) keep accurate minutes of all meetings of the Commission, true copies of which shall be filed with the Commission within four (4) business days after each meeting;
- (iii) carry out such other administrative duties as the Commission may specify; and,
- (iv) not have a vote on Commission matters.

5.07 Quorum/Voting/Records/Policies

- (a) A majority of the members of the Commission shall constitute a quorum at any meeting of the Commission.
- (b) The decision of the majority of the members present at a meeting duly convened shall be deemed to be the decision of the Commission.
- (c) In the event of a tie or even vote in any proceedings of the Commission, the Chairman or, in his absence, the Vice-Chairman shall have a casting vote in regards to the same.
- (d) The Commission may request any person to attend its meetings in an advisory capacity but such person shall not be deemed a member of the Commission and shall not have a vote thereon.
- (e) Only those members of the Commission in attendance at a meeting of the Commission may vote on any matter then before the Commission.
- (f) All orders, consents, certificates and other documents issued or made by the Commission shall be signed by the Chairman or, in his absence, the Vice-Chairman.
- (g) The Commission shall keep a written record of:
 - (i) executive minutes of its meetings;
 - (ii) its decisions;
 - (iii) its budget and annual plan;
 - (iv) reports of any inquiries; and,
 - (v) any other matter as the Chairman may direct.
- (h) The Commission shall establish policies not inconsistent with this Schedule and with the policies of the Hobbema 3N Corporation established by the respective Band Councils.

5.08 Commission Authority

- (a) The Commission shall be responsible for the general supervision of the Police Service subject to the right of the respective Hobbema 3N Corporation to:
 - (i) appoint the members of the Police Commission,
 - (ii) approve funding of the Police Service,
 - (iii) refer policies and by-laws which have enforcement implications to the Commission for consideration and recommendation, and
 - (iv) subject to this Schedule, prescribe the rules governing the operation of the Commission including a code of ethics for Commission members.
- (b) The Commission shall have the general authority to promote and provide Police Service for the Hobbema 3N Corporation within the Reserve and, without limiting the generality of the foregoing, more specifically:
 - (i) to allocate the funds that are provided by the Council;
 - (ii) to establish policies providing for efficient and effective policing;
 - (iii) to issue instructions, as necessary, to the Chief of Police in respect of the matters referred to in clause (ii);
 - (iv) to ensure that sufficient persons are employed for the purposes of carrying out the functions of the Police Service;
 - (v) to develop and maintain programs and methods designed to create a public understanding of police functions and to promote and improve police relations within the community;
 - (vi) to organize and carry out research studies for the purpose of assisting and improving police service and law enforcement generally within the Reserve;
 - (vii) to consult with and advise boards, Band Councils, Chiefs of Police and other persons involved with law enforcement and police services, in all matters relating to police services, including public relations programs;
 - (viii) to develop liaisons with other police forces and services empowered to enforce laws within the Province of Alberta, and elsewhere; and
 - (ix) to negotiate contracts of employment with Police Officers.
- (c) The Commission in consultation with the Chief of Police shall cause to be prepared:
 - (i) an annual budget for the operation of the Police Service, and
 - (ii) a yearly plan specifying the Police Service and programs to be provided in respect of the Hobbema 3N Corporation and shall submit the budget and plans to the Hobbema 3N Corporation.
- (d) The Commission in consultation with the Chief of Police shall provide information to the Hobbema 3N Corporation to enable it to assess the operating and financial requirements of the Police Service.
- (e) The Hobbema 3N Corporation shall be solely responsible for the approval of the budget for the Police Service and Hobbema Police Commission shall be solely responsible for allocating the funds as approved by the Hobbema 3N Corporation.

- (f) The financial management of the Police Service funds shall be under the financial administration of the Hobbema 3N Corporation in accordance with the allocation of funds by the Commission.
- (g) The Chief of Police and the Police Officers are subject to the jurisdiction of the Commission and shall obey the directions of the Commission.
- (h) The Commission or any of its members shall not issue instructions to a Police Officer other than to the Chief of Police.
- (i) The Commission shall not issue an instruction under section 5.08(b)(iii) that is inconsistent with the duties and responsibilities conferred on the Chief of Police pursuant to this Schedule.
- (j) The Hobbema 3N Corporation and Band Councils or any of their members shall not, except as permitted by this Schedule,
 - (i) perform any function or exercise any control over the Police Service that the Commission is empowered to exercise, or
 - (ii) issue any instructions to the Chief of Police or a Police Officer or member of the Police Service.
- (k) For greater certainty, where members of the Police Service are to be laid off for reasons other than for cause, the layoffs shall be made by the Commission and not by the respective Hobbema 3N Corporation.

5.09 Responsibilities of the Hobbema 3N Corporation

- (a) The Hobbema 3N Corporation is the employer of the members of the Police Service.
- (b) The Hobbema 3N Corporation is liable for any actions of the Commission and the Police Service incurred in the exercise of duty.

SECTION 6 - COMMISSION INQUIRIES

- 6.01 The Commission may conduct an inquiry into any matter respecting the Police Service or the actions of the Chief of Police, any Police Officer, or other person employed with the Police Service.
- 6.02 The Commission may designate from among its members a committee of one or more persons to conduct an inquiry.
- 6.03 Where more than one person is to conduct an inquiry under this section, the Commission shall designate one of its members to act as the chairman of the inquiry.
- 6.04 Where the inquiry concerns the requirements for Police Service and relevant subjects, the inquiry, if conducted as a hearing, shall be open to the public.

- 6.05 Where the chairman of the inquiry is of the opinion that there is sufficient evidence that the actions of a specific Police Officer may constitute a contravention of the provisions in the Code of Ethics and Discipline or duty of Police Officers (Appendix 2), he shall report that matter to the Commission.
- 6.06 On receiving a report under section 6.05, the Commission shall refer the report to the Chief of Police who shall proceed to have the actions of the specific Police Officer dealt with under the discipline provisions set out in this Schedule.
- 6.07 Notwithstanding that a report is made under section 6.05, the persons conducting the inquiry may continue but shall not make any recommendations concerning the matter which is being dealt with under the discipline provisions set out in this Schedule.
- 6.08 When an inquiry is complete, the chairman of the inquiry shall provide a written report of the findings of the inquiry to the Commission.
- 6.09 The expenses of an inquiry conducted under this section shall be paid for from the budget approved by the Commission.
- 6.10 The Commission, when directed by the Hobbema 3N Corporation, shall make inquiry into and report to the Hobbema 3N Corporation on any matter that it may be so directed upon by the Hobbema 3N Corporation.

SECTION 7 - POLICE OFFICER AND CHIEF OF POLICE

7.01 Police Officer

(a) Eligibility

To be eligible to be appointed as a Police Officer a person must:

- (i) be a Canadian citizen or lawfully admitted to Canada for permanent residence,
- (ii) be 18 years of age or older,
- (iii) be of good character,
- (iv) have no criminal record or be eligible for a pardon, and
- (v) meet other qualifications specified by the Commission.

(b) Appointment

- (i) The Commission may appoint for the Police Service peace officer candidates who shall be Police Officers upon receiving an appointment as a special constable, by the Province of Alberta pursuant to the provisions of the Police Act.
- (ii) Each Police Officer appointed under this section shall, before commencing his duties, take the oath set out in Appendix 3 and shall participate in a ceremony of the respective Hobbema 3N Corporation confirming the responsibility of the office to those Hobbema 3N Corporation.

(c) Liability re Police Service

- (i) Where a civil legal action is brought against a Police Officer arising out of the performance of his duties, the Hobbema 3N Corporation may in respect of that action indemnify the Police Officer, in whole or in part, for the following:
 - (A) any damages and costs or either of them awarded against him;
 - (B) any costs incurred and not recovered by him; and
 - (C) any sum payable under a settlement.
- (ii) The Commission may establish a probationary period of service for a person who is:
 - (A) appointed as a Police Officer, or
 - (B) appointed or promoted to a position of higher rank with the Police Service.

(d) Dismissal

The Commission may terminate the services of a Police Officer for cause.

(e) Territorial Jurisdiction

- (i) The Commission may restrict the territorial jurisdiction of any Police Officer of the Police Service.
- (ii) Where the territorial jurisdiction of a Police Officer is restricted under section 7.01(e)(i), that Police Officer may, notwithstanding that restriction, carry out his functions and exercise his powers beyond that jurisdiction if he is in immediate pursuit of a person who he has reasonable and probable grounds to believe has committed an offence against any law that a Police Officer is empowered to enforce.

(f) Responsibilities

Every Police Officer of the Police Service has the responsibility:

- (i) to perform all duties that are necessary
 - (A) to carry out the functions of a peace officer,
 - (B) to enforce the respective Band By-laws on the Reserve,
 - (C) to encourage and assist the community in preventing crime,
 - (D) to encourage and foster a co-operative relationship between the Police Service and the members of the respective Band Councils and others, and
 - (E) to apprehend persons who may lawfully be taken into custody,
 - (F) to foster a sense of public and personal security in the community.
- (ii) to execute all warrants and perform all related duties and services.

7.02 Chief of Police

(a) Eligibility

To be eligible to be appointed as Chief of Police, a person must:

- (i) be eligible to be appointed as a Police Officer;

- (ii) have a minimum of ten (10) years experience as a police officer with a police service in Canada; and
- (iii) have administrative or managerial experience or equivalencies.

(b) Appointment

- (i) The Commission may appoint to the Police Service, upon the approval of the Hobbema 3N Corporation, the Chief of Police.
- (ii) When appointed, the Chief of Police shall, before commencing his duties, take the oath set out in Appendix 3 and shall participate in a ceremony of the respective First Nations confirming the responsibility of the officer to the First Nations.
- (iii) If the office of the Chief of Police is vacant, the Police Officer responsible for the direction and control of the Police Service shall be considered to be the Chief of Police for purposes of this Schedule.

(c) Responsibilities

- (i) The Chief of Police is responsible and shall issue such orders and directives as he considers necessary for:
 - (A) the preservation and the maintenance of the public peace and the prevention of crime within the Reserve;
 - (B) the maintenance of discipline and the performance of duty within the Police Service including dismissal of the Police Officers for disciplinary reasons;
 - (C) the day to day administration of the Police Service;
 - (D) the application of professional police procedures;
 - (E) the enforcement of policies made by the Commission with respect to the Police Service.
- (ii) The Chief of Police is accountable to the Commission for the following:
 - (A) the operation of the Police Service;
 - (B) the manner in which he carries out his responsibilities;
 - (C) the administration of the finances and operations of the Police Service in keeping with the yearly plan or any amendments to it that the Commission may make;
 - (D) the reporting to the Commission of any information concerning the activities of the Police Service that the Commission may request, other than information concerning the individual investigations or intelligence files; and
 - (E) the reporting to the Commission of any complaint made against the Police Service or its members and the manner in which the complaint is resolved.

(d) Liability

- (i) The Chief of Police is liable in respect of a tort committed by a Police Officer or other employee as a master is liable for a tort committed by his servant in the course of the servant's employment, if
 - (A) the Police Officer or employee was under the direction and control of the Chief of Police at the time that the tort was committed, and
 - (B) the tort was committed in the performance or purported performance of the duties of the Police Officer or employee.
- (ii) The Chief of Police shall be treated for all purposes as a joint tort-feasor in respect of a tort referred to in subsection 7.02(d)(i)(A).
- (iii) The Chief of Police is liable for a tort committed by himself in the performance or purported performance of his duties.
- (iv) The Hobbema 3N Corporation, and not the Chief of Police, shall collectively pay the following in respect of any action brought against the Chief of Police under this section:
 - (A) any damages and costs awarded against the Chief of Police;
 - (B) any costs incurred by the Chief of Police in respect of the action insofar as those costs are not covered by him in the action;
 - (C) any sum payable under a settlement that is entered into by all of the Hobbema 3N Corporation in respect of the action.
- (v) Where a civil legal action is brought against the Chief of Police arising out of the performance of his duties, the Band Council may in respect of that action indemnify the Chief of Police, in whole or in part, for the following:
 - (A) any damages and costs or either of them awarded against him;
 - (B) any costs incurred and not recovered by him; and
 - (C) any sum payable under a settlement.

SECTION 8 - COMPLAINTS AND DISCIPLINE**8.01 Complaints**

- (a) A complaint concerning Police Service, a Police Officer, or the Chief of Police, shall be in writing and signed by the complainant or, if made verbally, the Chief of Police shall have a written report of the complaint made.
- (b) All complaints with respect to the Police Service or a Police Officer, other than the Chief of Police, shall be referred to the Chief of Police.
- (c) All complaints with respect to the Chief of Police shall be referred to the Commission.

8.02 Complaints about Police Service

- (a) When a complaint concerns Police Service, the Chief of Police shall review the matter, and
 - (i) take whatever action be considered appropriate, if any, or

- (ii) refer the matter to the Commission for it to take whatever action it considers appropriate.
- (b) On the disposition of a complaint about Police Service by the Chief of Police, he shall advise the complainant in writing
 - (i) as to the disposition of the complaint; and
 - (ii) of the complainant's right to appeal the decision of the Chief of Police to the Commission.
- (c) The complainant, within 30 days from the day he or she was advised in writing of the disposition of the complaint, may appeal the disposition of the complainant to the Commission.
- (d) Where the disposition of a complaint about Police Service is appealed to the Commission, the Commission shall:
 - (i) review the matter, and
 - (ii) take whatever action it considers appropriate, if any.
- (e) The Commission may hear such further information from the appellant, the Chief of Police, or any other party and may make such inquiries or studies as it deems necessary in its sole discretion to decide the appeal.
- (f) Upon deciding an appeal, the Commission shall, within thirty (30) days, advise the complainant in writing as to the disposition of the appeal.
- (g) The decision of the Commission concerning a complaint about the Police Service shall be subject to appeal to the Board.
- (h) The Chief of Police shall make a report in writing to the Commission of all complaints made concerning the Police Service and his disposition of the complaints.

8.03 Complaints about Police Officers

- (a) Where a complaint concerns the actions of a Police Officer, the Chief of Police shall cause the complaint to be investigated.
- (b) If, after the complaint is investigated, the Chief of Police is of the opinion that the actions of a Police Officer may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, he shall refer the matter to the Minister of Justice and Attorney General of Alberta.
- (c) Notwithstanding section 8.03(b), where the Chief of Police is of the opinion that the actions of a Police Officer constitute a contravention of the provisions in the Code of Ethics and Discipline or responsibility of Police Officers, the Chief of Police shall charge the Police Officer with a breach of discipline or duty and shall advise the Police Officer charged on the basis of the charge.
- (d) The Chief of Police may, pending completion of an investigation into a breach of discipline or performance of duty charge against the Police Officer
 - (i) reassign the Police Officer to other duties,
 - (ii) relieve from duty the Police Officer with pay, or
 - (iii) relieve from duty the Police Officer without pay subject to confirmation by the Commission within 30 days.

- (e) A Police Officer charged under section 8.03(c), shall have the right:
 - (i) to a hearing on the charge against him;
 - (ii) to be represented at the hearing; and
 - (iii) to make representations or written submissions to the Chief of Police concerning the charge made against him.
- (f) Despite Section 8.03(e), the Chief of Police may decide the matter before him without a hearing, and where he is of the opinion that a contravention of the Code of Ethics and Discipline is not of a serious nature, he may
 - (i) dismiss the matter or
 - (ii) with the agreement of both the complainant and the subject Police Officer, informally resolve the matter.
- (g) The Chief of Police, with the consent of the Chairman of the Commission, may make arrangements for a Police Officer of another police service to carry out an investigation concerning a complaint against a Police Officer.
- (h) On the finding of a contravention of the provisions governing discipline or the performance of the duties of a Police Officer, the Chief of Police shall impose such disciplinary measures as he decides necessary, including:
 - (i) a verbal or written warning;
 - (ii) a reassignment of duties;
 - (iii) a suspension without pay up to ten (10) working days;
 - (iv) a demotion in rank; or
 - (v) dismissal.
- (i) The Chief of Police shall advise the Police Officer and the complainant in writing of:
 - (i) the decision and sanctions imposed, if any, and
 - (ii) the right to appeal the decision to the Board.
- (j) The Police Officer, or the complainant, within 30 days from the day he was advised in writing of the decision of the Chief of Police may appeal the decision, or the sanctions imposed to the Board.

8.04 Complaints About the Chief of Police

- (a) Where a complaint concerns the actions of the Chief of Police, the Chairman of the Commission shall cause the complaint to be investigated.
- (b) If, after the complaint is investigated, the Commission is of the opinion that the actions of the Chief of Police may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, he shall refer the matter to the Minister of Justice and Attorney General of Alberta.
- (c) Notwithstanding section 8.04(b), where the Commission is of the opinion that the actions of the Chief of Police constitute a contravention of the provisions in the Code of Ethics and Discipline or responsibility of the Chief of Police, the Chairman of the Commission shall advise the Chief of Police that he is charged

with a breach of discipline or duty and advise him of the basis of the charge.

- (d) The Commission may, pending completion of investigation into the breach of discipline or performance of duty charge against the Chief of Police:
 - (i) relieve the Chief of Police of his duties and reassign him to other duties;
 - (ii) relieve the Chief of Police from duty with pay; or
 - (iii) relieve the Chief of Police from duty without pay.
- (e) The Chief of Police charged under section 8.04(c), shall have the right:
 - (i) to a hearing on the charge against him;
 - (ii) to be represented at the hearing; and
 - (iii) to make representation or written submissions to the Commission concerning the charge against him.
- (f) Despite Section 8.04(e), the Commission may decide the matter before it without a hearing, and where it is of the opinion that a contravention of the Code of Ethics and Discipline is not of a serious nature it may
 - (i) dismiss the matter or
 - (ii) with the agreement of both the complainant and the subject Police Officer, informally resolve the matter.
- (g) The Chairman of the Commission, with the approval of the Commission, may make arrangements for a chief of police or a senior officer of another police service to carry out the investigation concerning a complaint against the Chief of Police.
- (h) On the finding of a contravention of the provisions in the Code of Ethics and Discipline or duties of the Chief of Police, the Commission shall impose such disciplinary measures as it decides necessary, including:
 - (i) a verbal or written warning;
 - (ii) a suspension without pay up to 10 working days;
 - (iii) a demotion in rank; or
 - (iv) dismissal.
- (i) The Chairman of the Commission shall advise the Chief of Police and the Complainant in writing of
 - (i) the decision and sanctions imposed, if any, and
 - (ii) the right to appeal the decision to the Board.
- (j) The Chief of Police, or the Complainant, within 30 days from the day he was advised in writing of the decision, may appeal the decision or the sanctions imposed, to the Board.

SECTION 9 - HOBHEMA REVIEW BOARD

9.01 The Commission shall establish a Board to be known as the "Hobbema Review Board" composed of not more than three (3) members appointed by the Commission. A member appointed to the Board shall not be a member of the Police Service or of the respective

Band Councils, or Hobbema 3N Corporation or the Police Commission.

- 9.02 (a) The members of the Board shall be appointed for a term of three (3) years or such longer term as the Commission decides. No member of the Board shall be dismissed before the expiry of his term except for cause.
- (b) Notwithstanding subsection 9.02(a), a member of the Board continues to hold office until he is reappointed or his successor is appointed.
- (c) A Board member may resign his position by a letter in writing to the Chairman of the Commission.
- 9.03 Revocation for cause shall mean where a Board member:
- (a) discloses Board business without the consent of the Board;
- (b) acts in a manner detrimental to the operation of the Board or demonstrates unethical behaviour;
- (c) for any other reasonable cause, provided the same is approved by Council.
- 9.04 The members of the Board shall have amongst them knowledge of
- (a) police services, and
- (b) the First Nations.
- 9.05 The members of the Board shall be paid:
- (a) fees or remuneration as prescribed by the Commission;
- (b) expenses as prescribed by the Commission for subsistence and traveling while absent from their ordinary places of residence in the course of their duties as members of the Board.
- 9.06 The members of the Board shall select from amongst themselves a Chairman and a Vice-Chairman.
- 9.07 In the case of illness, absence or other disability of the Chairman, the Vice-Chairman shall act in the place of the Chairman.
- 9.08 When any member of the Board:
- (a) is absent, or
- (b) in the opinion of the Commission is by reason of illness or any other cause incapable of performing his duties, the Commission may by order appoint a person to act in place of the absent or incapacitated member, on the terms and at the remuneration prescribed by the Commission.
- 9.09 The person appointed under section 9.07 has all the rights and powers of a member of the Board and may, during the period of time for which he is appointed, discharge the duties of a member of the Board.

- 9.10 An order or other document setting forth a decision, recommendation or direction of the Board may be signed by the Chairman or Vice-Chairman and shall be admitted in evidence as prima facie proof
- (a) that the decision, recommendation or direction is that of the Board, and
 - (b) that the person signing the order or other document was authorized to do so at the time of the signing, without proof of the appointment of the person signing as Chairman or Vice-Chairman or of his signature.
- 9.11 (a) The Commission may appoint a Secretary to the Board, who shall
- (i) keep a record of all proceedings conducted before the Board;
 - (ii) have the custody and care of the records and documents of the Board;
 - (iii) act as a registrar of all notices of appeal and complaints received by the Board; and
 - (iv) prepare reports required by the Commission or the Chairman of the Board.
- (b) A member of the Board may act as Secretary in the absence of the Secretary.
- (c) If the Secretary is not an employee of the Police Service,
- (i) the Commission shall prescribe the fees or remuneration to be paid to the Secretary; and
 - (ii) the Secretary shall be paid expenses as prescribed by regulation for subsistence and traveling while absent from his ordinary place of residence in the course of his duties as the Secretary to the Board.
- 9.12 After the end of each calendar year, the Board shall file with the Commission a report showing the number and nature of the appeals and inquiries that it held, summaries of the findings made and any other matter that the Commission directs. The Commission shall provide a copy of all reports received by it to the Alberta Minister of Justice and Attorney General and the Solicitor General of Canada.
- 9.13 On the request of the Board, the Chairman of the Commission may appoint legal counsel to assist the Board in respect of an appeal or an inquiry.
- 9.14 All persons appointed to the Board shall take the oath set out in Appendix 4 and shall participate in a ceremony of the respective First Nations confirming the responsibility of the office to the First Nations.

SECTION 10 - APPEALS

- 10.01 The Board shall hear appeals from any decision of the Chief of Police concerning a complaint regarding the actions of a Police Officer or employee or from the decision of the Commission concerning a complaint regarding the actions of the Chief of Police.
- 10.02 The Board shall hold hearings to hear appeals, as it considers necessary, on the Reserve or elsewhere in Alberta.

10.03 For purposes of conducting an appeal, a quorum of the Board shall consist of two (2) members of the Board.

10.04 The Board may, at its discretion

- (a) decide the appeal based on the written submissions of the parties to the appeal, or
- (b) hold a hearing to decide the appeal.

10.05 (a) If the Board is of the opinion that the actions of a Chief of Police or a Police Officer who is the subject of an appeal may constitute an offense under any Act, the Board shall refer the matter to the Minister of Justice and Attorney General of the Province of Alberta.

- (b) Notwithstanding that the actions of a Chief of Police or a Police Officer have been referred to the Minister of Justice and Attorney General under section 10.05(a), if the Board is of the opinion that those actions also constitute a contravention of the Code of Ethics and Discipline or duty of Police Officers, the matter, as it relates to the contravention may be proceeded with or be suspended, as the Board may decide.

10.06 For the purpose of deciding an appeal, the Board shall give at least fourteen (14) days notice in writing to the appellant and any other person who, in the Board's opinion, is likely to be directly affected by the appeal.

10.07 The Board may:

- (a) require the Chief of Police or the Commission to produce to the Board, copies of all investigation reports, statements, correspondence or other documents or things relating to the appeal; and
- (b) receive such information or evidence as it deems in its discretion relevant to the appeal before it.

10.08 The Police Officer or the Chief of Police who is the subject of the complaint which gave rise to the appeal is entitled:

- (a) to notice of the appeal;
- (b) to be informed of the case against him, and should a hearing be held:
 - (i) to be represented at the appeal hearing; and
 - (ii) to make representations to the Board.

10.09 The appellant or any person who, in the Board's opinion, is likely to be directly affected by an appeal is entitled:

- (a) to submit information;
- (b) to make representations to the Board, and should a hearing be held, to be represented at the appeal hearing.

10.10 The Board may:

- (a) from time to time adjourn matters that are before the Board; and
- (b) in respect of appeal, extend at any time, the time for service of the notice of appeal for a further period not to exceed thirty (30) days.

10.11 Where the Board concludes an appeal, it may:

- (a) allow the appeal;
- (b) dismiss the appeal;
- (c) vary the decision being appealed;
- (d) affirm or vary the disciplinary measures imposed; or
- (e) take any other action that the Board considers proper in the circumstances.

10.12 When the Board conducts an appeal, the following shall be informed in writing of the findings of the Board:

- (a) the appellant;
- (b) the complainant and the Chief of Police, or the Police Officer against whom the complaint was made; and
- (c) the Commission.

10.13 If permitted by law, a decision of the Board in respect of a matter appealed to it may, within thirty (30) days from the day that the Board gives its decision, and with leave of the Court of Appeal, be appealed to the Court of Appeal of Alberta on a question of law.

SECTION 11 - GENERAL

11.01 Commission Policies and Procedures

The Commission, subject to provisions set out in this Schedule, may establish policies:

- (a) governing the operation of the Commission;
- (b) governing the operation of the Police Service, including the establishment of ranks within the Police Service;
- (c) governing the appointment, employment, qualifications, training, duties, discipline and performance of duty of Police Officers;
- (d) governing investigations of Police Officers;
- (e) prescribing color and style of uniforms, accouterments and insignia for Police Officers;
- (f) governing clothing and equipment furnished to or used by Police Officers;
- (g) governing firearms with respect to Police Officers;
- (h) governing the employment of civilian employees of the Police Service;
- (i) governing the providing of and release of information by the Commission or the Police Service; and
- (j) prescribing the information and statistical data to be kept and reported by the Police Service.

11.02 Code of Ethics and Discipline

The Code of Ethics and Discipline for Police Officers shall be as set out in Appendix 2 of this Schedule.

11.03 Construction

In this Schedule, the masculine shall also indicate the feminine and the singular shall also indicate the plural as the context may require.

APPENDIX 1

OATH OF ALLEGIANCE AND OFFICE

(Police Commission Member)

"I, _____, swear (or solemnly affirm) that I will, to the best of my ability, faithfully and honestly fulfil the duties given to me as a member of the Hobbema Police Commission, and that I will not ask or receive any sum of money, services, recompense or matter or thing whatever, directly or indirectly, in return for what I have done or may do in the discharge of any duties of my said office, except such remuneration as may be allowed by law or by order of the Hobbema 3N Corporation and that I will not abuse the power entrusted in me by virtue of my office."

SWORN (Affirmed) at _____ in the Province of Alberta, this _____ day of

_____ A.D., 19____.

Signature _____

A Commissioner for Oaths in and
for the Province of Alberta

APPENDIX 2

CODE OF ETHICS AND DISCIPLINE

1. A member must carry out his work with integrity; a breach of discipline of this provision includes:
 - a) being absent from work without authorization;
 - b) not observing working hours;
 - c) any false actions taken for the purpose of prolonging leave, postponing return to work, or being absent from work;
 - d) refusing or urging others to refuse to carry out work.
2. A member must carry out conscientiously, with diligence and efficiency, the tasks that are entrusted to him; a breach of discipline of this provision includes:
 - a) negligence, carelessness or incorrect procedure in carrying out duties;
 - b) not carrying out assigned duties or not being at the place designated by one's superior;
 - c) not being vigilant while on duty.
3. A member must carry out his duties with integrity; a breach of discipline of this provision includes:
 - a) damaging or destroying with malice or through negligence, losing through negligence, or illegally transferring, public or private property;
 - b) using or authorizing the use of a vehicle or other property of the Police Service for personal or unauthorized purposes;
 - c) loaning, selling, or transferring a part of the uniform or the equipment that is provided to him by the Police Service.
 - d) falsification, withdrawal, dissimulation or destruction of a document of the Police Service or in the safekeeping of the Police Service.
 - e) presenting or signing a false or inexact statement, report, or other written document;
 - f) claiming or authorizing the reimbursement of expenses not incurred or the hours of work not performed;
 - g) failing or neglecting to account for or remit immediately any amount of money or goods received as a member of the Police Service.
4. A member must promptly obey the orders and directives of his superiors; a breach of discipline of this provision includes:
 - a) refusal or failure to pass on orders except in the case of an emergency or physical impossibility;

- b) refusal to account to the Chief or his representative for one's activities during work hours or when acting as a peace officer outside of work hours.

5. A member must demonstrate respect, deference and politeness towards his superiors.

6. A member must respect the law, the courts and co-operate in the administration of justice; a breach of discipline of this provision includes:

- a) preventing or contributing to the preventing of justice from following its course;
- b) withholding or hiding evidence;
- c) failing to transmit or postponing the transmission to his superior any information concerning crimes, offenses, facts or events of importance to which the member has been a witness or of which he has knowledge;
- d) directly or indirectly warning any person named in a summons or a warrant, except in the case of the legal carrying out of the summons or a warrant;
- e) not taking all reasonable means to prevent the escape of a prisoner;
- f) counseling or attempting to influence an accused person in the choice of his plea.

7. A member must carry out his duties with impartiality; a breach of discipline of this provision includes:

- a) accepting, soliciting, or demanding, directly or indirectly, any gift, promise, commission, loan, debt re-payment, favor, advantage or consideration that may prejudice or compromise his impartiality in the carrying out of his duties;
- b) recommending to an accused person or a person with which a member has been in contact with in the discharge of his duties the services of a particular lawyer;
- c) using for personal purposes or for profit information obtained in the discharge of his duties;
- d) standing as security for a person under arrest except if that person is a spouse or relative;
- e) soliciting or accepting the intercession of a person outside the Police Service to obtain a promotion or change in one's status in the Service;
- f) signing a letter of recommendation or attestation in order to help a person obtain a permit from the Alberta Liquor Control Board;
- g) seeking notoriety, directly or indirectly, in the information media.

8. A member must refrain from political activity other than the exercise of the right to vote.

9. A member must conduct himself with dignity and avoid any behavior likely to compromise the honor, prestige or effectiveness of the Police Service, a breach of discipline of this provision includes:

- a) the use of obscene, blasphemous or abusive language;
- b) the abuse of authority, intimidation or harassment;
- c) the recourse to unjustified force;
- d) the lack of courtesy in public;

- e) getting a person, other than for professional reasons, to enter a vehicle of the Police Service;
 - f) associating with persons or frequenting places considered to be of bad reputation;
 - g) the purchasing, transportation or consumption of alcoholic beverage when on duty whether in uniform or not;
 - h) being intoxicated or exhaling an odour of alcoholic beverage when on duty whether in uniform or not;
 - i) keeping in a vehicle or in premises of the Police Service alcoholic beverages or drugs, other than what constitutes evidence in an investigation or trial, except with the authorization of the Chief of Police;
 - j) habitually wearing poor personal dress during working hours; and
 - k) operating outside of working hours a commercial enterprise, industry, trade, occupation or other activity of a nature that comprises his independence or that of the Police Service, or diminishes his effectiveness during working hours, such as: security guard, debt collector, or bailiff.
10. A member shall, where the Chief of Police so requests, divulge in writing:
- a) the list of profit oriented corporations, businesses or enterprises that he operates or holds an interest in;
 - b) any trade, occupation or employment that he exercises outside his working hours.
11. A member must avoid any intimacy with an inmate and respect his rights; a breach of discipline of this provision includes:
- a) negligence in guarding or watching an inmate;
 - b) providing an inmate with illicit drugs or alcoholic beverages;
 - c) interfering in the communication between an inmate and his attorney;
 - d) unjustified force or the failure by negligence to safeguard the safety and health of an inmate;
 - e) incarcerating or permitting the incarceration of a Young Offender with an adult inmate or a female inmate with a male inmate.
12. A member must use his service firearm, weapon, restraint device or irritant agent with care and discretion; a breach of discipline of this provision includes:
- a) showing, manipulating or pointing his firearm or irritant agent without justification;
 - b) not maintaining his service firearm in good working order;
 - c) loaning or giving up his service firearm or irritant agent;
 - d) not taking reasonable measures to prevent loss, theft or use by a third party of his service firearm or irritant agent;
 - e) displaying his service firearm to the public by wearing it when not dressed in uniform;
 - f) refusing or neglecting to report to his superior each time that he uses his service firearm;

- g) having possession of a weapon other than issued by the police service while in uniform or on duty except when specifically authorized.
- 13. A member must not divulge any information that is his duty to keep confidential, nor show a document or record to any unauthorized person.
- 14. A member must not withhold or suppress any complaint about the police service or a police officer.
- 15. A member must respect his oath of allegiance and office as well as his oath of discretion.

APPENDIX 3

OATH OF ALLEGIANCE AND OFFICE

(Police Officer)

I, _____, swear (or: solemnly affirm) that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, Her heirs and successors, according to law, in the office of _____ for the Hobbema Police Service and that I will diligently, faithfully and to the best of my ability execute according to law the office of a police officer and will not, except in the discharge of my duties, disclose to any person any matter of evidence that may come to my notice through my tenure in this office, so help me God (or: this affirmation is binding upon my conscience).

SWORN (Affirmed) at _____ in the Province of Alberta, this _____ day of _____ A.D., 19 ____.

Signature _____

A Commissioner for Oaths in and
for the Province of Alberta

APPENDIX 4

OATH OF OFFICE

(Board Member)

I, _____, swear (or: solemnly affirm) that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the Hobbema Review Board and will not, except in the discharge of my duties, disclose to any person any matter brought before me as a member of the Hobbema Review Board, so help me God (or: this affirmation is binding upon my conscience).

SWORN (Affirmed) at

_____ in the Province of Alberta, this _____ day of _____
A.D., 19____.

Signature _____

A Commissioner for Oaths in and
for the Province of Alberta

